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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. February 28, 2012

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on February 14, 2012

II. CONSENT AGENDAS (ITEMS 1 THROUGH 22)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 22)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 27, 2012.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Name</u>	<u>2012</u>	<u>Address</u>
Robert Floyd	Kellogg Gift Shop Inc.dba Patricia's	6143 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Nuot Van Nguyen	Thai Binh Activity Center*	1516 West 21 N.
Abelardo J Lua	El Perron No.2**	3824 East Harry
Ruben Acosta	Rubens Mexican Grill**	520 West Douglas

<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
Kevin Schemm	Dillons #12***	9450 East Harry
Kevin Schemm	Dillons #16***	8828 West 13th
Kevin Schemm	Dillons #31***	1640 South Broadway
Kevin Schemm	Dillons #33***	4747 South Broadway
Kevin Schemm	Dillons #34***	3932 West 13th
Kevin Schemm	Dillons #35***	6297 East 13th
Kevin Schemm	Dillons #49***	10222 West 21
Kevin Schemm	Dillons #56***	3707 North Woodlawn
Kevin Schemm	Dillons #65***	3211 South Seneca
Kevin Schemm	Dillons #66***	2244 North Rock Road Ct
Kevin Schemm	Dillons #72***	10515 West Central
Kevin Schemm	Dillons #89***	1910 West 21
Kevin Schemm	Dillons #91***	3020 East Douglas
Kevin Schemm	Dillons #92***	640 North West Street
Kevin Schemm	Dillons #249***	2212 North Maize Road
Kevin Schemm	Dillons #81***	13415 West Maple
Mai Huynh Vo	T and T Discount Cigarette***	3448 West Douglas
Eginardo Gonzalez	La Tapatia Market LLC***	1953 South Seneca
Cari Spainhour	Quik Trip #315***	1500 South Maize Road
Cari Spainhour	Quik Trip #316***	14402 East Kellogg
Cari Spainhour	Quik Trip #396***	324 South West
Nathan Seward	N&S Variety***	1601 East Central

- *Consumption/Tavern less than 50% of gross revenues from sale of food.
- **General/Restaurant 50% or more gross revenue from sale of food.
- ***Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Agreements/Contracts:

- a. Agreement for Vegetation Establishment. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Property Acquisitions:

- a. Acquisition of 12012 East Kellogg for the East Kellogg Freeway Project. (District II)
- b. Partial Acquisition of 3501 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South. (District III)
- c. Partial Acquisition of 5060 North Valentine for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
- d. Partial Acquisition of 5720 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
- e. Partial Acquisition of 5730 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
- f. Partial Acquisition of 5760 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Joint Investment Committee, January 5, 2012
Stormwater Advisory Board, January 20, 2012
Board of Code Standards and Appeals, January 9, 2012
Airport Advisory Board, January 9, 2012

RECOMMENDED ACTION: Receive and file.

8. Amending Resolution to repair and upgrade drainage detention ponds to serve Hampton Square and Prairie Pointe Additions, north of 37th Street North, west of Maize. (District V)

RECOMMENDED ACTION: Approve the amending resolution and authorize the necessary signatures.

9. Purchase Option Northridge Warehouse, LLC/Dean and Deluca, Inc. (District I)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease Agreements, Easement Release Agreement and Special Warranty Deed to convey the property to Northridge Warehouse, LLC and Dean and Deluca, Inc. and authorize the necessary signatures.

10. Lockbox Services – Vendor Selection.

RECOMMENDED ACTION: Approve the selection of INTRUST Bank, N.A. for lockbox receipt handling services and authorize the Mayor to sign the agreement.

11. Child Care Licensing Grant Application.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

12. Resolution Authorizing Section 5307 Urbanized Area Formula Grant for Funding Flexibility to Cover Fuel Costs.

RECOMMENDED ACTION: Approve the resolutions and authorize the necessary signatures.

13. Weapons Destruction.

RECOMMENDED ACTION: Receive and file the list of weapons.

14. Brooks Landfill Construction and Demolition Contract Amendment.

RECOMMENDED ACTION: Approve the contract amendment, extend the current contract expiration to May 11, 2012, and authorize the necessary signatures.

15. Agreement for Impound Services Contract between City of Wichita and Wichita Impound LLC.

RECOMMENDED ACTION: Approve the proposed contract between the City of Wichita and Wichita Impound LLC.

16. Second Reading Ordinances: (First Read February 14, 2012)
List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

17. *VAC2011-00026 – Request to vacate a portion of a platted setback generally located on the east side of Woodlawn Boulevard, south of 39th Street North, on the west side of 39th Street North Court. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

18. *VAC2011-00030 – Request to vacate a portion of a platted alley generally located east of Broadway Avenue, south of 33rd Street North, on the west side of Mead Avenue. (District VI)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

19. *VAC2011-00031 – Request to vacate a portion of a platted complete access control generally located north of Harry Street, on the east side of Rock Road. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

20. **Mann Aviation, Inc. - Lease Agreement for sue of 3260 N. Jabara Road – Colonel James Jabara Airport.*
(PULLED PER AIRPORT)

21. *Hawker Beechcraft Services - Supplemental Agreement No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

22. *Airline Use Agreements - Supplemental Agreements - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreements, and authorize the necessary signatures.

City of Wichita
City Council Meeting
February 28, 2012

TO: Mayor and City Council

SUBJECT: Agreement for Vegetation Establishment (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The Stormwater Drain No. 382 project provides for drainage improvements for the Greenbriar Manor Addition, from East Greenbriar Lane to East Fork Chisholm Creek. Mr. Drew Tombrello owns Lot 32, Block 8 of Greenbriar Manor Addition near the north end of the project, has concerns about the restoration of the ground at the conclusion of the improvements. The agreement is to provide Mr. Tombrello with a guarantee that a good vegetative coverage will be achieved.

Analysis: On January 27, 2012, bids received for the project were opened, and Mies Construction was selected to construct the project for \$430,000, to be paid with the Stormwater Utility's Hot Spot fund. The bid includes provisions for landscaping and seeding requirements meant to achieve exceptional vegetation coverage. The agreement with Mr. Tombrello guarantees 100% vegetative coverage over the limits of the aforementioned project will be achieved, except in areas where vegetation is inappropriate or cannot be sustained. Coverage shall be completed within two years after the substantial completion date for project construction, as determined by the City Construction Engineer.

Financial Considerations: The agreement may incur additional costs two years after the construction is completed to consult with a third party assessor to review the vegetative coverage. Both parties, Mr. Tombrello and the City, will equally share the costs for the assessor, if required. The estimated cost for the assessor is \$5,000 to \$10,000 with the City's share paid out of the Stormwater Utility operating budget. If the parties cannot agree on an assessor, the issue regarding progress towards 100% vegetative coverage is to be resolved in court with both parties equally sharing court costs or fees. Mies Construction is required to do the work necessary to achieve said coverage goals as outlined in the provisions in the bid documents, included at the end of the agreement with Mr. Tombrello.

Goal Impact: The project provides the surrounding area with the infrastructure for a Safe and Secure Community by providing improvements to the drainage.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT FOR VEGETATION ESTABLISHMENT

Project: STORM WATER DRAIN 382

THIS AGREEMENT for the project known as, "Storm Water Drain 382, Drainage Improvements For Greenbriar Manor Add., From East Greenbriar Lane To East Fork Chisholm Creek, Project Number: 468-84793," made and entered as shown in the entries below on the date, by and between the current Landowner known as Drew Tombrello of Lot 32 of Block 8 of Greenbriar Manor, an Addition to Wichita, Sedgwick County, Kansas, hereinafter referred to as the Landowner, or the First Party, and the City of Wichita, herein referred to as the City, or the Second Party:

THE PARTIES HERETO mutually agree as follows:

The City shall oversee the work and be responsible to achieve 100% vegetative coverage over the limits of the aforementioned project except in areas where vegetation is inappropriate or cannot be reasonably sustained, such as the face of a hard, exposed surface such as concrete or stone, in the bottom of a streambed, in areas lacking adequate direct sunlight in the course of a day, or where work is not allowed by regulation. Coverage shall be achieved within two (2) years of the substantial completion date of the project with said date to be determined by the City Construction Engineer when such work has been completed on the project.

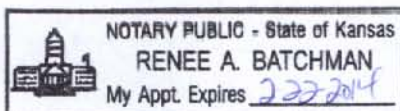
Twenty-four (24) months after the substantial completion date, if City and Landowner do not agree on percent of vegetative coverage, a mutually agreed-upon third-party assessor shall conduct a review of vegetative coverage, costs for such assessment to be equally shared by both parties. The assessor's findings are binding on each party. In the event the City and Landowner cannot mutually agree on a third-party assessor, the matter of progress towards 100% vegetative coverage is to be resolved in the state courts of Sedgwick County, Kansas, with each party to bear their own costs, fees and expenses, except that both parties shall equally share any court costs or fees for such proceedings.

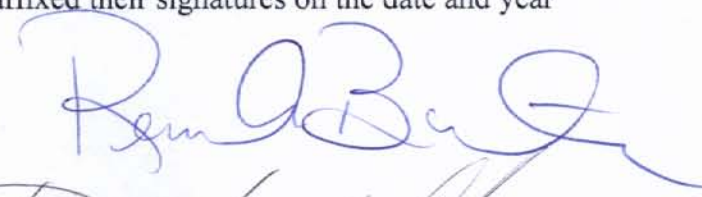
Twelve (12) months after the substantial completion date, City shall meet with Landowner to assess progress toward the 100% vegetative coverage. Following that meeting, City shall provide Landowner with written findings of percent of vegetative coverage.

In exchange for the City's contracting for the work improvements which are the subject of this Agreement, including vegetative covering, Landowner agrees to waive and/or forego any and all rights of any kind not provided through this Agreement to object to, oppose or seek to obstruct Project Number 468-84793, and Landowner will not make any claims in any civil court, municipal department or governmental or other public organization regarding the project.

The limits of the project, methods, and specifications for achieving 100% coverage are outlined in the construction plans for the project, the special provisions for the project, and the standard specifications for construction for projects in the City of Wichita. EXHIBIT A is the special provisions for the project.

IN WITNESS WHEREOF said parties hereto have affixed their signatures on the date and year above written.





Signature/Date

DREW TOMBRELLO
Landowner, First Party

CARL BREWER
Mayor
City of Wichita, Second Party

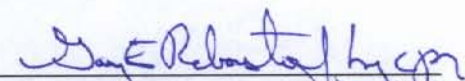
Signature/Date

ATTEST:

SEAL:

Karen Sublett, City Clerk

Approved As To Form



Gary E. Rebenstorf, Director of Law

EXHIBIT A

SPECIAL PROVISION TO CITY OF WICHITA, KANSAS STANDARD SEWER SPECIFICATIONS

Storm Water Drain 382 Drainage Improvements for Greenbriar Manor Addition
from east Greenbriar Lane to East Fork Chisholm Creek
(west of N Oliver Ave, south of East Fork Chisholm Creek)
468-84793

The City of Wichita's Standard Specifications are required provisions for the furnishing of all materials and doing all work to complete the above referenced project, and are hereby made a part of these provisions as if fully set forth herein. Said Standard Specifications shall control except as modified by the following Special Provisions. The Standard Specifications are on file in the City Engineer's Office, available for purchase from City Blue Print for the construction of City projects, or can be found online at <http://www.wichita.gov/CityOffices/PublicWorks/Engineering/StandardSpecifications.htm>. The following **Special Provisions** shall be applicable to this project:

1. **Start Date.** The work order on this project shall be issued **20 (twenty)** calendar days after the date on which the contract for this project has been awarded to the successful bidder.
2. **Working Days/Completion Date.** The work on this project shall be completed by **April 15, 2012** and in accordance with the plans and Standard Specifications. Working days will be charged as provided for in the Standard Specifications, once the work order is issued. **The non-availability of material shall not prevent working days from being assessed.**
3. **Construction Pre-Bid Meeting.** Contractors interested in submitting bid proposals for the project are encouraged to attend a construction pre-bid meeting which will provide an overview of the important points of the project. This project has a high profile, and the Contractor must consider the ramifications prior to submitting their bid proposal. The date of the construction pre-bid will be Monday, January 23, 2012, at 10:00am. The site for the meeting will be the 8th Floor of City Hall, the South Conference Room, at 455 N Main St, Wichita KS.
4. **Basis of Award.** The contract shall be awarded on the basis of the **lowest responsible Base Bid**, provided the bid is within the Engineer's Estimate. If applicable, Add Alternate(s) may be accepted as determined by the City after the bids are opened, as available funding may allow. The City reserves the right to reject any and all bids.
5. **Disadvantaged and Emerging Business Participation.** The City of Wichita encourages all bidders to include disadvantaged and emerging business participation in their bids. Therefore, each vendor shall specifically identify the participation of disadvantaged and emerging contractors and subcontractors in the work to be performed by the vendor and shall list such disadvantaged and emerging contractors or subcontractors by name and show the dollar amount of work to be performed by each. The successful vendor will be required to submit subcontracting document forms 1, 2, 3 & 4, which will be provided with the contract.
6. **Basis of Payment.** Payment for the bid items will be as a **lump sum/measured quantity** amount based on the bid quantities and unit prices in the bid proposal.
7. **Partial Payment Estimates.** The awarded contractor shall waive all rights on all partial estimate calculations, and estimates shall be processed without the contractor's review and authorization. However, contractor shall review and approve the final estimate at the completion of the project. The contractor may request partial estimate review and approval by written request submitted with the signed contract.
8. **Reasonable access.** Successful contractor must allow City Inspectors and vehicles reasonable access onto the project site.

9. **5% Withheld Payment.** 5% (five percent) of the overall project cost, or the cost for the "Project Seeding" and "Site Restoration" bid items, whichever is greater based on the Contractor's bid proposal, will be payment that is withheld from the Contractor until the project achieves 100% vegetation coverage within 2 (two) years of the date of substantial completion of the project as determined by the Engineer.
10. **Onsite Meetings & Vegetation Coverage.** The Contractor, Public Works & Utilities Stormwater Engineer or designated representative, the City Construction Engineer or designated representative, and the homeowner, Drew Tombrello at 2956 N Terrace, shall meet onsite during regular business hours and during the planting season for permanent seeding prior to the second round of permanent seeding to review the proposed method to re-vegetate the channel improvements. Areas that are determined to need additional work shall be flagged and reseeded per this document's specifications. The work to achieve 100% vegetative coverage includes any necessary finish grading. The Stormwater Engineer and City Construction Engineer or their representatives shall coordinate the exact date and time with the homeowner for the meeting.

Modifications to the project seeding specifications including fertilization, seed bed preparation, and seed application rates shall be approved by the Stormwater Engineer and the Construction Engineer in advance to any such modification. The purpose of the modifications shall only be to improve the performance of establishing permanent ground cover.

The flow elevation, or very bottom of the channel shall be seeded, but it is not expected to achieve 100% vegetation as the existing flow elevation of the channel cannot sustain any vegetation. Additionally, per the United States Army Corp of Engineers (USACE) requirements for the very north end of the project, where the channel is more natural in its meander, 100% vegetation coverage is not required because the USACE will generally not allow work in the lower part of that portion of the channel. **All other disturbed areas outside of the flow elevation are required to attain 100% coverage.** The existing south end of the project near Greenbriar Lane provides examples of areas where grass achieves 100% coverage outside of the flow elevation of the channel.

The said work is subsidiary to the project seeding and site restoration bid items.

11. **Third Party Vegetation Determination.** City staff will recommend to the City Manager that a third party landscaping firm be hired to evaluate the vegetation coverage prior to the second anniversary of the substantial completion date to verify the project is re-vegetated 100% wherever vegetation is sustainable. If the third party landscaping firm determines the vegetation does not satisfy the cover and density requirements of the Kansas Department of Health and Environment (KDHE) and the National Pollutant Discharge Elimination System (NPDES) permit requirements of the state of Kansas, the Contractor will be required to install sod and perform finish grading to City standards in all areas that are deficient with respect to ground cover. The type of sod will be determined with the recommendation of the third party.

Should the said work be required, the Contractor shall not be paid additional sums for this work that is associated with project seeding and site restoration.

12. **Block Wall.** The Contractor shall provide shop drawings for the block wall which shall include backfill material and specifications, and details on draining the backside of the wall into the drainage channel. The shop drawings shall be stamped and sealed by an engineer licensed in the state of Kansas and requires the approval of the City Engineer prior to construction. The shop drawings shall include information on installing fence posts onto the block wall, and the Contractor shall perform such work as necessary where existing fence is in conflict, or near the vicinity of the block wall. In case of a conflict between the shop drawings and the project plans, the Contractor

shall get the approval of the City Engineer, but it is likely the sealed shop drawings will supersede the plan drawings. The cost is subsidiary to the block wall and fence bid items.

13. **Restrained End Section.** All end sections shall be restrained to the next 2 pipe sections back from the outfall section. The cost for said work shall be subsidiary to the respective storm sewer bid item. End sections are subsidiary to the respective storm sewer bid items.
14. **End Section & Storm Sewer Lengths/Stationing.** All ends of storm sewer pipe in the project shall have concrete end sections as depicted in the plan drawings. The location of the end section within the bank of the drainage channel is intended to minimize the protrusion or recession of the concrete structure from the side of the bank. The Contractor shall field adjust the length of storm sewer pipe so that the exposed edge of the end section matches, fits, and is flush with the final slope of the bank as much as practicable. This is to minimize the force of water flow in the channel against the end section (if the end section protrudes from the bank) as well as minimize the scour (if the end section is recessed into the bank). The Contractor shall coordinate with the Engineer for approval of acceptable field adjustments. Costs for said adjustments are subsidiary to the respective storm sewer pipe bid items.
15. **Rip-Rap.** Rip-rap material and placement shall be to City standards including a filter course. The cost for said work shall be subsidiary to the respective rip-rap bid item.
16. **Tree Removal.** Additional notes for tree removal are the following: After tree removal, the Contractor shall backfill as necessary to City standards. The Contractor shall coordinate with the Engineer and respective homeowner regarding tree trimming or removal for trees near the top of the bank and limits of the project. Removal and trimming shall be to City standards. The trees on the west bank, west of the block wall, shall be protected, not damaged, nor removed near and at the address, 2956 N Terrace. The restoration following tree removal shall be to City standards and is subsidiary to the bid item, "Site Restoration".
17. **Tree Installation and Watering.** The Contractor shall water the trees installed on the east side of the channel as necessary for 2 years after their installation to ensure the successful establishment of the new trees. The cost is subsidiary to the tree bid item.
18. **Permanent Seed Mix.** The Contractor shall use the following mix for permanent seeding on the disturbed areas:

Seed Drainage ways and other projects

COMMON NAME	BOTANICAL OR SCIENTIFIC NAME	RATE (PLS lbs/acre)
GRASSES		
Little Bluestem		20
Smooth Brome		75
K-31 Fescue		300
FERTILIZER		
10-20-10		350

Seed 395 PLS (pure live seed) Pounds per acre

Seeding Specifications

All disturbed areas not receiving plantings, including right-of-ways, shall be seeded.

Little Bluestem will need to be mechanically drilled in the spring of 2013 if it is not seeded by April 15, 2012. The Little Bluestem shall be kept out of the fall seed mix, and the Contractor will not be paid additional sums for drilling the seed in the spring. Additionally, the Little Bluestem seed will need to be applied with a drill per the application rate in the above table and guidance regarding seeding per drill in the City standard specification's section on seeding. The Little Bluestem shall be seeded prior to the hydraulic mulch application. The cost for the Little Bluestem seeding is subsidiary to the bid item, "Project Seeding".

The Seeding process shall include in order:

1. Furnish topsoil
2. Finish grading
3. Prepare seedbed
4. Seed and maintain areas as required.

Seed Bed Preparation:

Roll, Scarify, rake and level grade as necessary to obtain true, even lawn surfaces. Loosen soil to a depth of 6" in lawn areas by approved method of scarification and grade to removed ridges and depressions. Remove stones and foreign matter over 2" in diameter from the top 2" of soil. Float lawn areas to approximate fished grades.

Seeding shall not be performed in windy weather.

Following initial soil disturbance or redisturbance, permanent or temporary stabilization shall be completed within seven days from the surface of all perimeter slopes and for all other disturbed or graded areas on the project site.

All costs for said work are subsidiary to the bid item, "Project Seeding".

19. **Permanent Seeding.** Permanent seeding shall occur prior to April 15, and the Contractor shall reseed the project between Sept 15 – Oct 15, 2012. A third round of over-seeding shall also be performed in the seasons for permanent seeding. The cost is subsidiary to the measured quantity bid item, "Project Seeding", and the quantity given assumes the site is seeded three times. The Contractor shall only be paid for work approved and performed with 100% coverage achieved.
20. **Hydro/Hydraulic Mulch & Erosion Control Mat.** The Contractor shall use hydraulic mulch on all disturbed areas for the first round of seeding and shall use NA Green (or approved equivalent), HydraCM for slopes 3:1 or flatter, and Hydra CX2 for slopes 1:1 to 3:1 per manufacture's specifications. If the Contractor does not achieve permanent seeding by April 15, 2012, then the Contractor must provide temporary seeding in conjunction with the hydraulic mulch and shall use and apply annual rye per City standard application rates. The cost of the temporary seeding is subsidiary to the bid item, "Project Seeding" and the Contractor will not be paid additional sums for temporary seeding. Also, the temporary seeding is not considered one of the 3 rounds of seeding expected for the project. The cost of the hydraulic mulching is subsidiary to the seeding bid item.

The Contractor may use erosion control mat if needed for temporary stabilization, but the cost will be considered subsidiary to the seeding bid item. Additionally, the mat must be removed by the Contractor prior to permanent seeding and any necessary finish grading shall be performed. The mat may not be used as a substitute for hydraulic mulch, and the Contractor will not be paid additional sums for the mat. The Contractor is responsible for temporary erosion control as well as permanent stabilization.

The second round of permanent seeding shall be performed using a mechanical drill and/or broadcast methods per City standards except for areas that are bare or require stabilization. Bare areas or areas in need of stabilization will require hydraulic mulch. The rate of seed application shall be what is necessary to achieve 100% coverage.

The third round for over-seeding shall be similar to the second round of permanent seeding.

The Contractor shall provide any necessary finish grading with each round of seeding to achieve smooth transitions, positive drainage, and 100% vegetation coverage. All said work is subsidiary to the seed bid item.

21. **Temporary Fencing.** The Contractor shall provide temporary fencing as necessary to accommodate homeowners, and particularly homeowners with pets. The temporary fencing shall provide enough of a barrier to keep dogs or other such pets confined to their respective yard as would the existing fence. The cost for the temporary fence is subsidiary to the fence bid item and the quantity provided does not account for lengths of temporary fencing.
22. **Traffic Control.** The Contractor shall conform to Chapter 6 of the Manual of Uniform Traffic Control Devices (MUTCD) as necessary to accommodate access to the site, or if work should cause an obstruction to traffic. No street closures shall be allowed for this project, and the Contractor is responsible for maintaining the flow of two-way traffic at all times. The Contractor is responsible for developing a traffic control plan for approval by the Engineer as necessary to conform to MUTCD prior to construction. The cost is subsidiary to other bid items.
23. **Grading.** All grading shall provide for positive drainage including the grading near the block wall. Errors may exist in the depiction of the cross sections or plan views with respect to achieving positive drainage, and the Contractor shall make the necessary field modifications in coordination with the Engineer. Grading shall have smooth transitions and have a pleasing appearance. The cost for grade work is subsidiary to other bid items.
24. **Permanent Ditch Check & RCB Slope Protection.** The work for the permanent ditch checks as shown on Sheets 6 & 7 and the RCB slope protection on Sheet 9 are subsidiary to the bid item for Rip-rap.
25. **Water Usage.** Contractors wishing to use water from a City fire hydrant shall be required to obtain a Fire Hydrant Usage Permit. The user shall contact Wayne Bonneson or EJ Stillabower (219-8925) at the Water Meter Repair Shop for permit and meter costs, availability, and detailed information. The Contractor shall be directly responsible for all costs associated with using City water, and the costs will not be billed to or paid for by a specific project. The cost for hydrant meter rental and for the water usage itself will NOT be tax exempt. Water usage for filling, flushing and sampling of new water lines will be excluded from this requirement, and will not require a permit.
26. **Coarse Aggregate for Portland Cement Concrete Pavement.** City of Wichita Standard Specifications, Section 406.2, "Coarse Aggregate", delete the following sentence:
"The soundness requirement will be waived if the aggregate meets all the requirements for durability of Class I aggregate as specified in the KDOT Standard Specifications."

27. **Type I Pipe Bedding Material.** City of Wichita Standard Specifications, Section 801.2, Pipe Bedding, item "a)", revise to read as follows:

"**Type I Pipe Bedding Material** will be crushed rock conforming to ASTM C-33, Gradation No. 67, and will meet all requirements for Portland Cement Concrete Pavement Coarse Aggregate, section 406.2, City of Wichita Standard Specifications."

As of March 13, 2007, approved suppliers for Type I bedding are:

Dolese	Richard Spur quarry	Lawton, Oklahoma
Kansas Quality Stone	Harshman quarry	Moline, Kansas
Martin Marietta	Blake quarry	Severy, Kansas
Whittaker	Whittaker quarry	Winfield, Kansas

28. **Rock Bedding for Structures.** All sanitary and storm sewer structures, including but not limited to Reinforced Concrete Box Culverts, Curb Inlets, Area Inlets, and Manholes, must have a minimum of 6" of Type I bedding material placed under the structure, to the limits of excavation. Improved bedding material for these structures will not be paid for separately, but will be considered subsidiary to the bid item for the structure itself. All Type I bedding material for sewer structures must be approved by the City's Materials Testing Lab prior to use.
29. **Improved Bedding for Pipes in Groundwater.** City of Wichita Standard Specifications, Section 801.4, Trench Stabilization, delete the second paragraph and replace with the following:
"Trench stabilization must be installed when any level of groundwater or unstable soils are encountered. Trench stabilization for sanitary/storm sewer pipe will consist of over excavation and placement of Type I bedding material, to a minimum of six inches under and on the sides of the pipe, and a minimum of one foot above the pipe. Any trench stabilization required as a result of surface water entering the trench or to correct inadvertent over-depth trenching will be installed at the contractor's expense."
All Type I bedding material for trench stabilization must be approved by the City's Materials Testing Lab prior to use.
30. **Excess Excavation Disposal.** Unless otherwise directed by the plans, project special provisions or addenda, all excess excavation will become the property of the contractor, to be disposed of at a location determined also by the contractor. The contractor shall be aware of and take responsibility for obtaining required permits to place any fill in a designated floodplain, floodway or special management areas. Special management areas would include wetlands, US Corp of Engineer's holding areas, detention ponds, etc. Contact Rene Batchman at 268-4498 for flood determinations within the City limits. For flood determinations outside of the City, contact Mr. Kelly Dixon with Sedgwick County Code Enforcement at 660-1840.
31. **Connecting to Existing Stub.** Where the proposed sanitary sewer construction requires connection to an existing pipe stub, the Contractor shall excavate to determine the flowline elevation, slope, horizontal alignment, pipe type, and condition of the stub prior to beginning construction. If removal, replacement, or resetting of the stub is required to facilitate connection to the manhole, the Contractor shall complete such work at no additional cost to the project.
32. **Project Erosion Control Requirements.** The Contractor must implement erosion control measures on this project using Best Management Practices (BMPs). BMPs used may include silt fence and hay bale barriers, perforated (gravel filled) pipe inlet protection, or other as specifically approved by the City Engineer's Office. Gravel Packs and sand bags at inlets will no longer be accepted. The Contractor will comply with all sections of Ordinance #44-123 and practice 'good housekeeping' at all times. Any dirt or mud tracked off the Contractor's construction site onto paved public or private streets, or ditches, or discharges of same into lakes, ponds, ditches or storm sewers must be cleaned up within 24 hours. Failure to abide by these requirements may result in the assessment of fines, as provided in Ordinance #44-123. Ordinance #44-123 is referenced in Chapter 16.32 of the City Code, which may be viewed on the City's website.

Construction activities that will, either individually or in combination with other related projects, disturb a total of one or more acres (as determined by the City Engineer) are subject to the requirements of the Kansas Water Pollution Control (KWPC) General NPDES Permit. If applicable to this project, a copy of the permit, including the Notice of Intent (NOI) and the Storm Water Pollution Prevention Plan (SWP3), is attached for detailed review. The terms and conditions of the KWPC general permit may be found on the KDHE website at www.kdheks.gov/stormwater/cons_stormwater_permit.htm. A copy of the attached Contractor's Certification Form, certifying comprehension of the general permit and SWP3 requirements, must be signed and submitted to the Field Engineer prior to starting construction. During construction, the Contractor must maintain copies of the approved NOI and current SWP3 on the construction site at all times. Should the Contractor's intended construction sequence or approach differ from that described in the plans, such that there will exist a change in the design, operation, or maintenance of BMPs during construction, the Contractor must submit an amended SWP3 to the Engineer for review and approval, prior to enacting the change.

33. **Underground Irrigation Systems.** Properties within the project limits may have underground irrigation systems (lawn sprinklers) in conflict with and/or within the limits of new construction. The Contractor shall remove conflicting components as needed during construction. Removal shall be accomplished by cutting and capping, such that the balance of any system or zone will remain in place, functional, and protected from damage. Any area detrimentally affected by irrigation service interruptions, whether within or beyond the project limits, will be considered disturbed by construction and shall be restored to its original condition, utilizing the same sod and/or vegetation as existing. Prior to project completion, existing irrigation systems shall be repaired, replaced, and/or upgraded, whether disturbed by construction or not, to provide as follows. Full coverage of all sodded areas shall be provided, with the system being modified as necessary to accommodate newly constructed sidewalk, curb, and other project improvements, in a manner consistent with industry standards and best practices. The Contractor shall coordinate all modifications with the system owner and supply as-built documentation upon request. All work and costs associated with restoration and improvements to underground irrigations systems shall be subsidiary to the bid item for the same. In the absence of a specific bid item for irrigation system repair/replacement, all associated work shall be considered subsidiary to other items of work.
34. **Dewatering.** If dewatering is necessary on this project, the contractor shall contact Shawn Maloney at Environmental Health, 268-8318, to determine if the groundwater requires special handling. Cost of dewatering to be considered subsidiary to pipe installation bid items and not be bid or paid for separately.
35. **Bid Form, Preparation and Final Payment.** Bids should be prepared showing unit prices, extension amounts and a total of the extended amounts, which shall be the total bid. Below is a brief example of a properly prepared bid:

(PRICES SHALL INCLUDE ALL MATERIAL AND LABOR) [Quantity x Unit Price = Amount]

ITEMS	QUANTITY	UNIT PRICE	AMOUNT
5" AC Pvmnt (3" Bit Base)	1234 sy	6.00	7,404.00
Excavation	234 cy	2.00	468.00
Site Clrg & Restoration	1 LS	2,000.00	2,000.00
Bid Total			\$9,872.00

LEGEND: LS = Lump Sum, lf = lineal ft, ea = each, gl = gallons, sy = square yds, sf = square ft, tn = tons, cy = cubic yds, cf = cubic ft, Unit Price = price per unit of measure as specified



EXHIBIT A

(Supplemental to the Special Provisions)

WICHITA, KANSAS

ADDENDUM NO. 1 TO THE PROPOSAL FB240004

Storm Water Drain 382
Drainage Improvements for Greenbriar Manor Add.
From East Greenbriar Lane to East Fork Chisholm Creek
(Drainage Channel from Greenbriar Lane to East Fork Chisholm Creek)

468-84793 (133117)

TO BE BID: January 27, 2012

The following changes and additions shall be made to the plans and proposal.

1. **Contractor Staking.** The Contractor shall be responsible for staking the project. The cost is subsidiary to the bid item, "Site Clearing".
2. **Block/Retaining Wall.** The block/retaining wall on Sheet 7 appears to have a gap at sta 17+00, but the block wall is intended to be continuous on the east side of the channel from sta 14+75 to 17+30. The quantity in the bid item is inclusive of this length. Approved equivalents to the specific make of block wall as called out in the plans may be considered, but approval must be obtained prior to construction by the Engineer and shall require drawings and specifications as described in the Special Provisions.
3. **Trees, 2924 N Terrace.** 3 (three) additional Oklahoma redbud trees, not shown on the plans, are to be placed on the east side of the channel, just east of the access path. The location is to be coordinated with the owner of the property at 2924 N Terrace and the Engineer. The cost is subsidiary to the trees planted bid item.
4. **Fence, Fence Posts, 2924 N Terrace.** The Contractor shall coordinate with the Engineer and the owner of the property at 2924 N Terrace on the spacing of posts for the fence. The existing fence includes a series of chain-link fence panels, and the Contractor shall either space posts to accommodate the length of a typical panel, or spacing of 8', depending on what the owner desires after installation of the block wall. The posts shall be 6' tubular galvanized steel fence posts (3" Dia. Terminal posts and 1 5/8" Dia. Line posts); shall be set approximately from Sta. 6+25 to 7+00; and shall be approximately 6" behind the face of the retaining wall. The Contractor shall submit shop drawings for post installation to the block wall for approval prior to installation. The Contractor shall use the existing fence, equivalent, or better material to reset the fence once the posts are set so that the fence continues its existing, primary function of containing the owner's dog. The cost is subsidiary to the bid item, "Fence Removed & Reset".
5. **Chinked Rip-Rap.** The plans call out to "clink" in the riprap. The words "clink in" should be "chinked in", and the note refers to the work required to reduce voids and appropriately anchor the riprap in place. Reducing the voids in the riprap will require additional aggregate of 1" to 3" stone as necessary to lock the larger stone in place including compaction by any means practical. The smaller rock to fill the voids shall be of similar quality as the riprap. The cost is subsidiary to the riprap bid item.

6. **Storm Sewer End Sections, Light Stone Rip-Rap.** The riprap for the storm sewer end sections is called out as heavy stone riprap, but it shall be light stone riprap. The light stone riprap shall also be chinked in as described in this document, but shall primarily use 1" stone to fill the voids. The filter course, riprap, and general installation shall follow City standards. The quantities shown for the riprap around the end sections shall remain the same, and the light stone riprap cost shall be included with the heavy stone riprap bid item. The quantity in the heavy stone riprap bid item is inclusive of both the heavy stone and light stone riprap to be used in the plans. The cost for riprap work is subsidiary to the riprap bid item. The cost for the end sections and installation as shown in the plans and described in the Special Provisions is subsidiary to the respective storm sewer bid items.

Each bidder is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to his bid. Any Bid Proposal that is returned without all addenda signed and included in the Proposal shall be considered an invalid Proposal.

January 25, 2012

Jim Armour, P.E.
City Engineer

Date _____

Signature of Bidder

BIDDER: _____
(print or type name of firm)

ADDRESS: _____

AUTHORIZED AGENT: _____



EXHIBIT A

(Supplemental to the Special Provisions)

WICHITA, KANSAS

ADDENDUM NO. 2

TO THE PROPOSAL FB240004

Storm Water Drain 382
Drainage Improvements for Greenbriar Manor Add.
From East Greenbriar Lane to East Fork Chisholm Creek
(Drainage Channel from Greenbriar Lane to East Fork Chisholm Creek)

468-84793 (133117)

TO BE BID: January 27, 2012

The following changes and additions shall be made to the plans and proposal.

1. **Seed Mix and Hydro/Hydraulic Mulch.** A seed mix based around buffalo grass is acceptable as is the SprayMatt brand for bonded fiber matrix for the hydro/hydraulic mulch. The Contractor must provide the specifications of proposed alternative mix and mulch substitutes for approval by the Engineer prior to application. The primary goal and requirement for the seed and hydro/hydraulic mulch is to achieve 100% vegetative coverage that is similar in appearance and coverage as a healthy lawn within a 2 year period as described in the Special Provisions. The City reserves the right to adhere to the permanent seeding cutoff dates for permanent seeding as described in the Special Provisions, and the Contractor shall accordingly bid and schedule the work; however, the Engineer may consider for approval, alternative schedules depending on the proposed seed mix and application. Annuals such as a rye grass will not be considered as having achieved the goal of 100% coverage, but incidental annuals that appear after 2 years as the result of reseeding themselves in conjunction with permanent vegetation will not necessarily disqualify a successful 100% permanent coverage determination. The Contractor shall refer to the Special Provisions regarding the number of applications of seed, mulch, and finish grading, as well as coverage determination. The costs are subsidiary to the seeding bid item.

The Contractor shall be responsible for re-seeding per the provisions and addendums for areas that are washed out from stream flow or rain events and will not receive additional payment for said work. The Contractor shall develop a contingency plan, if necessary, to minimize such loss of work including, but not limited to erosion control mat. However, erosion control mat must be removed and 100% vegetative coverage achieved before the project is accepted. Such additional measures shall be approved by the Engineer, and the costs are subsidiary to the seed bid item.

2. **Concrete Box Joints.** The Contractor shall clean and reseal the joints where necessary in the concrete box culvert at the downstream, north end of the project underneath the bicycle path. The sealant and method of application shall be approved by the Engineer prior to performing said work. The cost is subsidiary to the site restoration bid item.

Each bidder is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to his bid. Any Bid Proposal that is returned without all addenda signed and included in the Proposal shall be considered an invalid Proposal.

January 26, 2012

Jim Armour, P.E.
City Engineer

Date _____

Signature of Bidder

BIDDER: _____
(print or type name of firm)

ADDRESS: _____

AUTHORIZED AGENT: _____

CITY OF WICHITA
City Council Meeting
February 28, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of 12012 East Kellogg for the East Kellogg Freeway Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: City staff has been instructed to pursue purchases on an opportunity basis or to preserve the corridor along East Kellogg to K-96. Corridor preservation occurs when development or redevelopment is planned in the corridor that will significantly impact future acquisition costs. The site at the northeast corner of Kellogg and Zelta is such a site. It is 59,803 square feet in size and is developed with a 16,255 square foot auto repair facility. The improvements are currently vacant.

Analysis: The planned expansion of Kellogg will require between 8,298 and 12,401 square feet from the west (front) of the site for road improvements. This would eliminate all parking in front of the building and possibly all internal traffic flow in front of the building. Additional portions of the site may be required for drainage easements depending on final project design. The site was appraised at \$1,300,400. The owners accepted this amount for the entire site. Those portions of the site not required for the freeway project will be offered for sale by the City. Acquiring the property at this time assures that it will not be leased when needed for Kellogg expansion and eliminates restrictions on site usage during design.

Financial Considerations: A budget of \$1,310,000 is requested. This includes \$1,300,400 for the acquisition and \$9,500 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST).

Goal Impact: The acquisition of this right-of-way is necessary to ensure Efficient Infrastructure by improving the major east/west expressway through the City.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, Made and entered into this ____ day of _____, February, 2012 by and between Michael D. Carney, hereinafter referred to as "Seller," and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer,".

WHEREAS, the Buyer desires to purchase and the Seller desires to sell that certain real property and improvements described herein below; and

WHEREAS, the parties have reached agreement on the terms and conditions of the sale of the real property and improvements by the Seller to the Buyer and desire to reduce that agreement to writing.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by good and sufficient warranty deed, the following described real property and improvements (the "Property"), situated in Sedgwick County, Kansas, to wit:

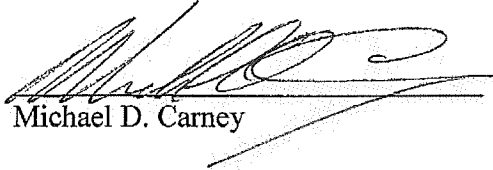
Lots 1 and 2, Block A, Reynolds Addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 298 feet thereof, AND EXCEPT that part deeded to the City of Wichita on DOC. #DLM-PG:28676085.
2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to him of the Property, the sum of One Million, Three Hundred Thousand, Four Hundred Dollars and No/100 (\$1,300,400.00) (the "Purchase Price") in cash at closing.
3. A title insurance company's commitment to insure or complete abstract of title certified to date, to the Property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option may cancel this contract.. In the event an Owner's title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
8. The Seller further agrees to convey the Property with all the improvements located

thereon and deliver possession of the same in the same condition as now exist, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the Property during the period from execution of this Agreement to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the Property up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be consummated on or before March 15, 2012.
9. Possession to be given to Buyer at closing. Seller shall be entitled to all rents derived from the Property through the date possession is conveyed to the Buyer.
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted, at Buyer's sole cost and expense, an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, Buyer shall have the right to void this Agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Michael D. Carney

BUYER:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

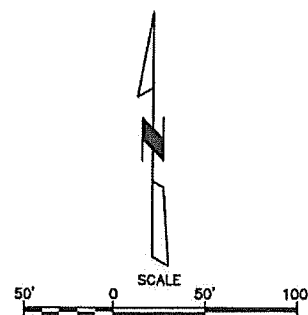
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT

RIGHT OF WAY ACQUISITION

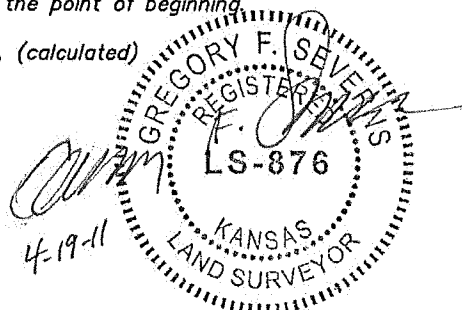
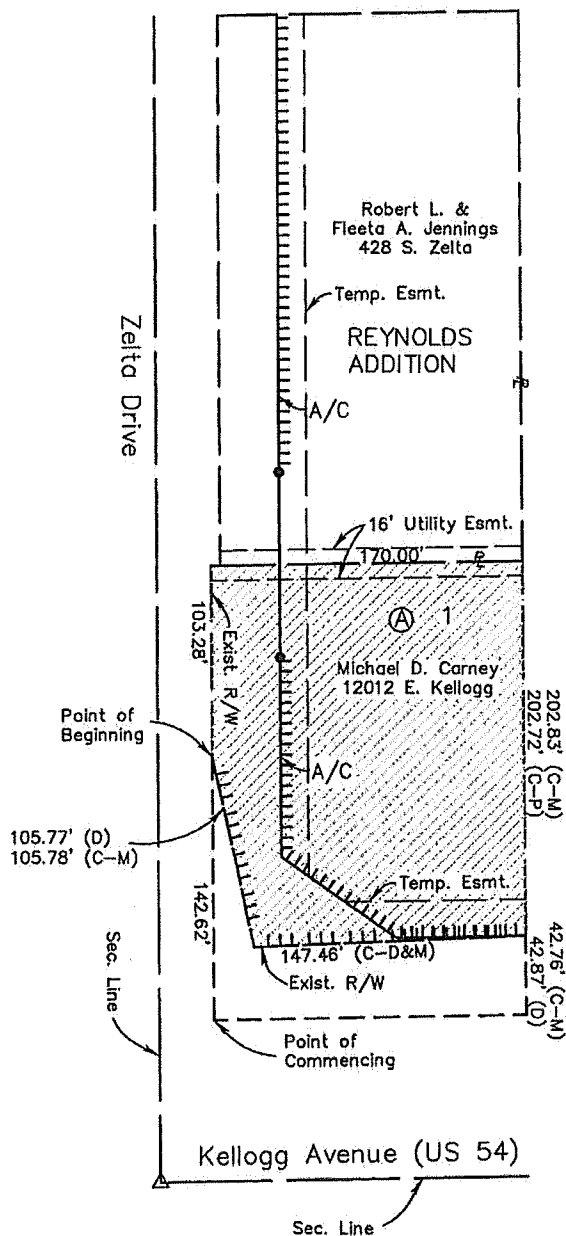
Tract # 94-A
C-35692



LEGAL DESCRIPTION:

That part of Lot 1, Block A, Reynolds Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 142.62 feet to the northwest corner of that part of said Lot 1 deeded to the City of Wichita in Kansas Warranty Deed recorded in DOC.#/FLM-PG: 28676085, and for a point of beginning; thence continuing northerly along the west line of said Lot 1, 103.28 feet to the intersection with the centerline of a 16.00 foot utility easement as granted in said Reynolds Addition; thence easterly with a deflection angle to the right of 89°55'00" (calculated per platted information), 89°54'17" (calculated per measured information), and along the centerline of said 16.00 foot utility easement, 170.00 feet to the intersection with the east line of said Lot 1; thence southerly with a deflection angle to the right of 90°05'00" (calculated per platted information), 90°05'43" (calculated per measured information), and along the east line of said Lot 1, 202.72 feet (calculated per platted information), 202.83 feet (calculated per measured information), to the northeast corner of that part of said Lot 1 deeded to the City of Wichita, (DOC.#/FLM-PG: 28676085) said point also being 42.87 feet (described), 42.76 feet (calculated per measured information), north of the southeast corner of said Lot 1; thence westerly with a deflection angle to the right of 88°23'15" (calculated per platted and described information), 88°25'05" (calculated per measured information), and along the north line of that part of said Lot 1 deeded to the City of Wichita (DOC.#/FLM-PG: 28676085), 147.46 feet (calculated per described and measured information), to a deflection corner in said north line; thence northerly with a deflection angle to the right of 79°16'38" (calculated per described information), 79°14'45" (calculated per measured information), along the north line of that part of said Lot 1 deeded to the City of Wichita, (DOC./FLM-PG: 28676085), 105.77 feet, more or less, (described), 105.78 feet (calculated per measured information), to the point of beginning.

Containing 33681.9 Sq. Ft., (calculated)



(D) Described
(C-M) Calculated per Measured Information
(C-D&M) Calculated per Described & Measured Information

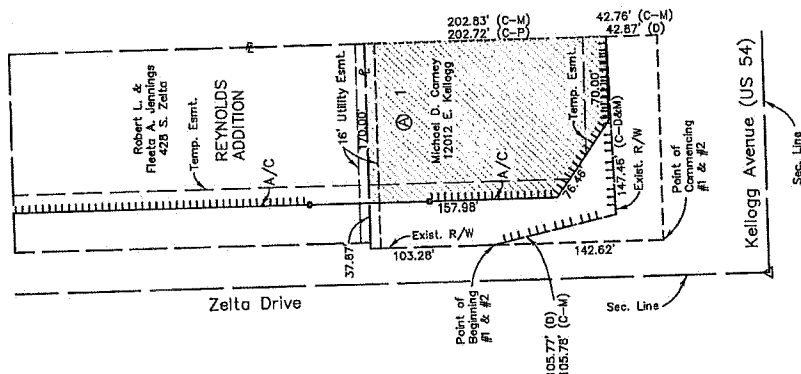
Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 94-A.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

[illegible]

Containing 25383.5 Sq. Ft., (calculated)



	Described (C-M)	Described (C-D&M)
Calculated per Measured Information	0.90	0.90
Calculated per Described & Measured Information	0.90	0.90

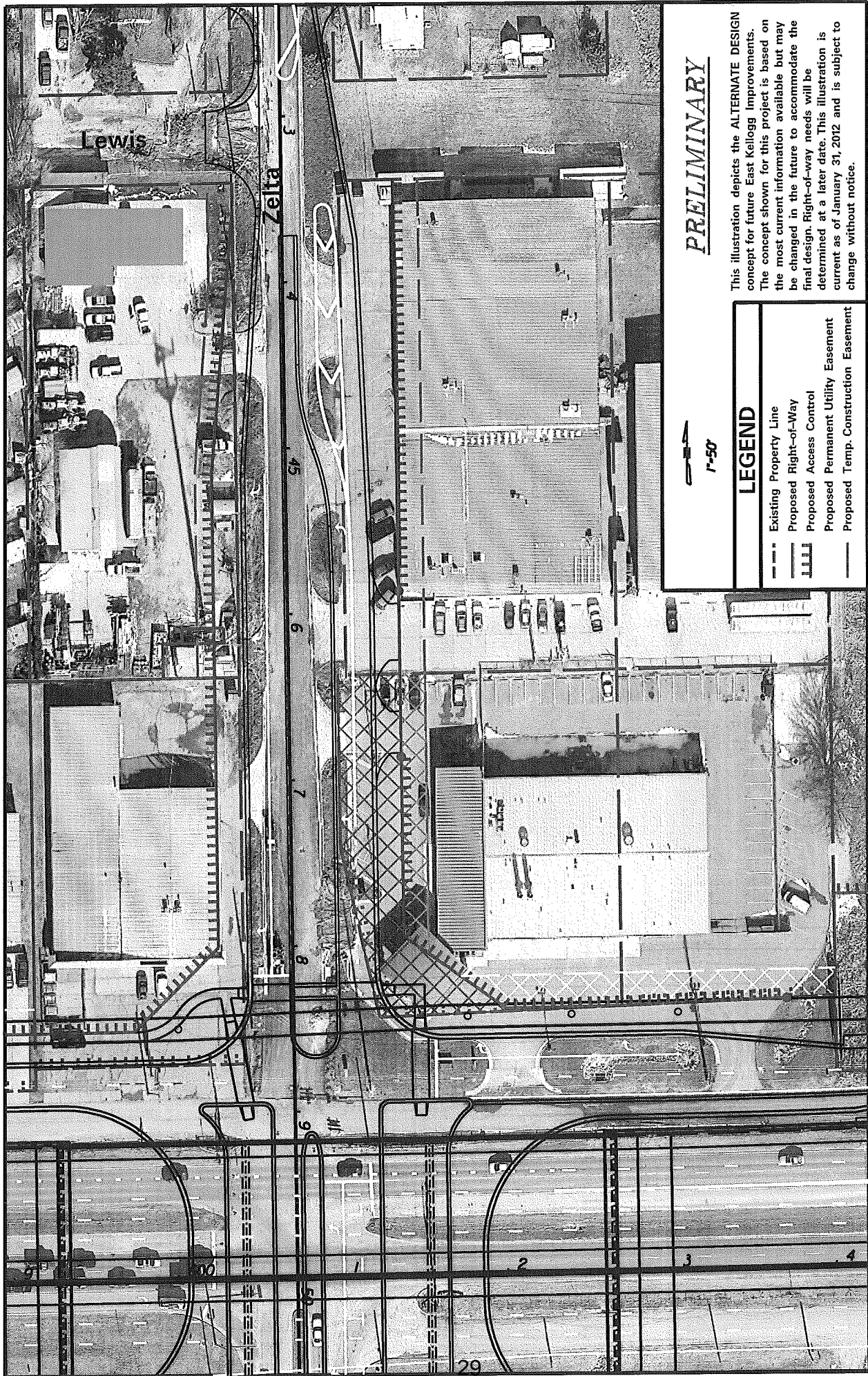
4-79-11

Baughman Company, P.A.

Daughman Company, Inc.
315 Ellis St. Wichita, KS 67211 F 316-262-7271 F 316-262-0149
MANUFACTURING • CONSTRUCTION • PLANNING • LANDSCAPE ARCHITECTURE

Project Number 10-07-E517

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PRELIMINARY

This illustration depicts the ALTERNATE DESIGN concept for future East Kellogg Improvements. The concept shown for this project is based on the most current information available but may be changed in the future to accommodate the final design. Right-of-way needs will be determined at a later date. This illustration is current as of January 31, 2012 and is subject to change without notice.

LEGEND

—	Existing Property Line
—	Proposed Right-of-Way
—	Proposed Access Control
—	Proposed Permanent Utility Easement
—	Proposed Temp. Construction Easement

CITY OF WICHITA
City Council Meeting
February 28, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3501 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 15, 2011, the City Council approved the East Alignment of the proposed Broadway Bridge Project at 34th Street South. The project calls for the realignment and reconstruction of the Broadway Bridge over the Union Pacific rail corridor. The project will require the acquisition of all or part of approximately twelve parcels. The properties consist of a mix of residential and commercial uses. One of the parcels impacted by the project is 3501 South Broadway. This site contains 243,582 square feet. The site is fenced and zoned general commercial. It is operated as an auto salvage and sale business. The project requires 5,910 square feet from the east end of the site. The acquisition does not impact any buildings but does significantly impact the auto sale lot and customer parking area. The acquisition will require the removal and replacement of the perimeter and an interior fence to conform to the new property line.

Analysis: The acquisition was appraised at \$22,100 with \$7,388 for the land (\$1.25 per square foot) and \$14,625 to replace asphalt paving in the acquisition area. The appraisal did not include any cost for the fencing. Based on estimates, the cost to reconfigure the fences will be \$21,441. The offer was rejected by the owner. Through negotiation, the owner agreed to accept \$48,182. This amount is comprised of \$12,116 (\$2.05 per square foot) for the acquisition area, \$14,625 for asphalt, and \$21,441 for the fencing. This land value is within the range of the comparables in the appraisal. The settlement avoids the risk associated with eminent domain and saves the City the associated administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds and Federal funding with Federal funds used on some right of way acquisitions on a to be determined basis. A budget of \$49,182 is requested. This includes \$48,182 for the acquisition and \$1,000 for title work, closing costs and, other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and tract maps.

PROJECT: Broadway Bridge DATE: January 20, 2012
COUNTY: Sedgwick TRACT NO.: 0008

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this _____ day of _____, 2012, by and between

All Parts Auto Salvage, Inc.

3501 S. Broadway, Wichita, KS 67216
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

The East 130 Feet of the South 100 Feet of the North 1486 Feet of the Northeast Quarter of Section 8, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except for existing highway.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

5,910 (Sq. Ft.)	\$ 48,182.00
Temporary Easement for construction:	
(Sq. Ft.)	\$ N/A

Any and all improvement lying with the above described property

TOTAL: \$ 48,182.00

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

By: Daniel D. Hall

By: Laurie L Boelt

ATTEST:

By: Carl Brewer, Mayor

By: Karen Sublett, City Clerk

MEMORANDA

All Parts Auto Salvage, Inc.

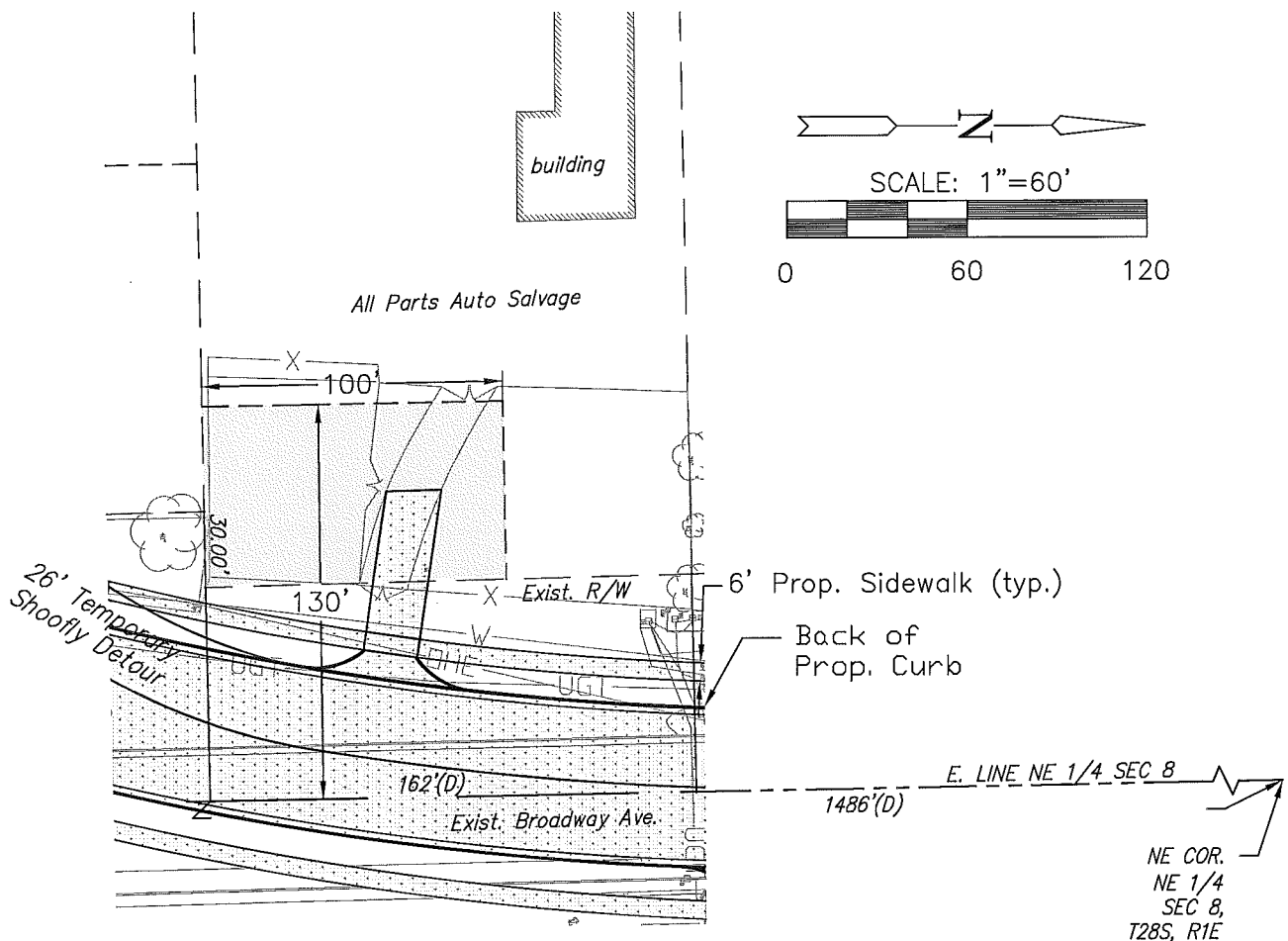
A mortgage executed by Clarice R. Kruse

REMARKS:

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

Gerald Cain, Project Manager



LEGAL DESCRIPTION:

Partial Property Acquisition:

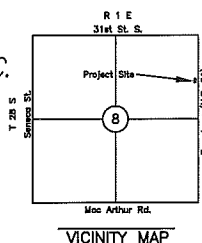
The East 130 feet of the South 100 feet of the North 1486 feet of the Northeast Quarter of Section 8, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except for existing highway.

Owner:

ALL PARTS AUTO SALVAGE INC.
3501 S. BROADWAY
WICHITA, KS 67216-1029

Property Identification:

A 00195000100UP



LEGEND

D - Deed

Partial Property Acquisition
= 5,910 sq. ft.
(not including existing r/w)

Proposed Paving Improvements

I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG



SOUTH BROADWAY BRIDGE

PROJECT NAME
PARTIAL PROPERTY ACQUISITION
TRACT MAP All Parts Auto Salvage, Inc. 8
SHEET TITLE

JRA DESIGN BY:	DSN DRAWN BY:	JCM CHECKED BY:
March 2011 DATE	09081 JOB NO.	1 / 1 SHEET/OF

CITY OF WICHITA
City Council Meeting
February 28, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5060 N Valentine for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5060 North Valentine in Park City. The property is zoned for residential use and improved with a single family residence and outbuildings. The project requires a twenty foot wide strip of land, comprised of 1,095 square feet, from the rear of the property. A fence needs to be relocated as a result of the project; there are no other improvements within the acquisition area.

Analysis: The owner accepted the appraised offer of \$660 (\$0.60 per square foot) for the land and \$1,800 for the relocation of the fence.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$2,300 is requested. This includes \$1,800 for the acquisition and \$500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and aerial/tract map.

PROJECT: North Levee

DATE: January 27, 2012

COUNTY: Sedgwick

TRACT NO.: 23

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 27th day of January, 2011 by and between:

Isaac Cruz and Carmen Cruz, husband and wife, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

SEE ATTACHED DESCRIPTION

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

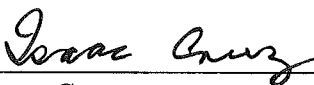
Approximately <u>1,095 sq. ft.</u> for right-of-way	\$660.00
<u>sq. ft.</u> for Temporary Easement	
Cost to Cure: Replacement of privacy fencing	\$1,140.00
Damages including but not limited to: _____	

TOTAL \$1,800.00

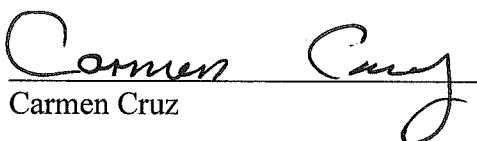
It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:



Isaac Cruz



Carmen Cruz

City of Wichita
County of Sedgwick
State of Kansas

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

Isaac Cruz and Carmen Cruz, husband and wife

If mortgage or other liens, show names of holders:

Commercial Federal Bank

REMARKS:

RECOMMENDED BY:


Dennis Keegan, Acquisition Agent

Tract #23

ADDITIONAL TAKING DESCRIPTION:

A portion of Lot 57, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the northwest corner of said Lot 57; thence S89°33'48"E (assumed), along the north line of said Lot 57, 299.00 feet to the point of beginning; thence continue S89°33'48"E, along the north line of said Lot 57, 10.37 feet to a point on the west line of the Chisholm Creek Diversion Condemnation Case A-41501; thence S11°18'33"W, along the west line of said Chisholm Creek Diversion, 33.98 feet to the PC of a curve to the right in the west line of said Chisholm Creek Diversion; thence southerly along said curve, having a degree of curve of 14°13.1', a calculated radius of 402.97 feet, an arc length of 69.99 feet, a chord bearing of S15°22'17"W and a chord length of 70.34 feet, to a point on the south line of said Lot 57; thence N89°58'05"W, along the south line of said Lot 57, 10.66 feet; thence N17°09'22"E, 44.82 feet; thence N11°56'37"E, 59.24 feet to the point of beginning.

Additional taking contains 1,095.0 square feet, or 0.025 acres.

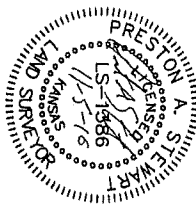
Palmer Tract #23 (Key # KE-PC-02556):

Lot 57, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, except that portion condemned for Flood Control purposes by District Court Case A-41501.

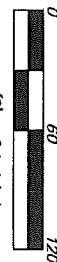
ADDITIONAL TAKING DESCRIPTION:

A portion of Lot 57, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the northwest corner of said Lot 57, thence S89°33'48"E (assumed), along the north line of said Lot 57, 299.00 feet to the point of beginning, thence continue S89°33'48"E, along the north line of said Lot 57, 10.37 feet to a point on the west line of the Chisholm Creek Diversion Condemnation Case A-41501; thence S117°18'33"W, along the west line of said Chisholm Creek Diversion, 33.98 feet to the PC of a curve to the right in the west line of said Chisholm Creek Diversion; thence southerly along said curve, having a degree of curve of 14°13.1', a calculated radius of 402.97 feet, an arc length of 69.99 feet, a chord bearing of S15°22'17"W and a chord length of 70.34 feet, to a point on the south line of said Lot 57; thence N89°36'05"W, along the south line of said Lot 57, 10.66 feet; thence N17°09'22"E, 44.82 feet; thence N11°36'37"E, 59.24 feet to the point of beginning.

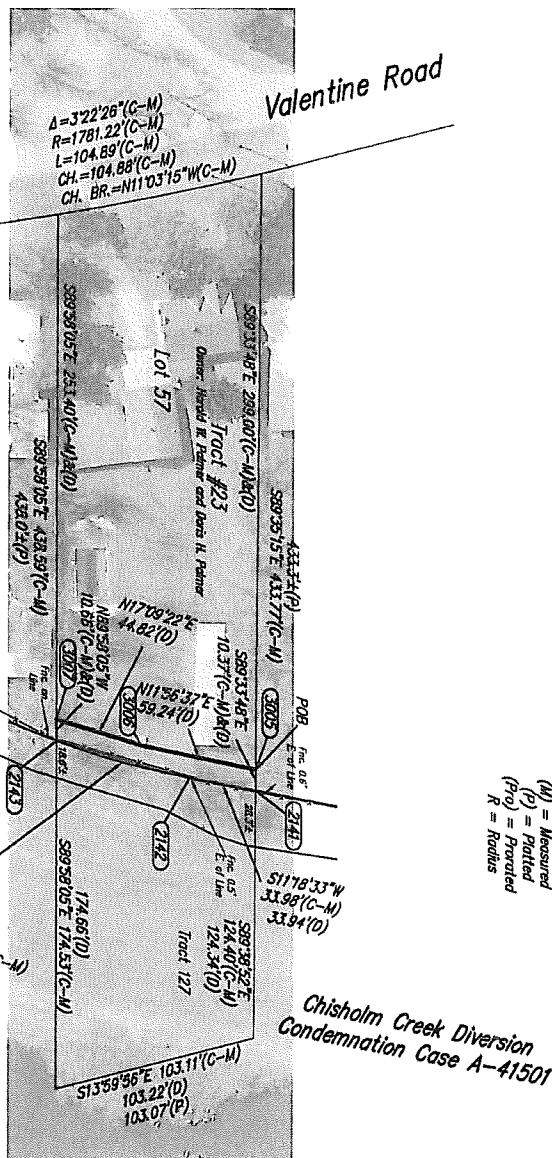
Additional taking contains 1,095.0 square feet, or 0.025 acres.



NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.
NOTE: Dimensions listed are on the ground



- (C) = Calculated
- CH = Chord Length
- CH, BR = Chord Bearing
- D = Delta Angle
- (D) = Degree of Curve
- L = Described
- L = Arc Length
- (M) = Measured
- (P) = Plotted
- (Pro) = Provoked
- R = Radius



Tract #23 - Exhibit
KE-PC-02556 - Lot 57, Broadway Heights
Sedgwick County, Kansas

Baughman Company, P.A., 115 Elm St., Wichita, KS 67211 P: 316-262-2721 F: 316-262-0149 ENGINEERING SURVEYING PLANNING LANDSCAPE ARCHITECTURE	APPROVED		DRAWN	
	PAS		PAS	
REVISIONS	SCALE	DATE		
	1"=60'	November 5, 2010		
E:\Projects\WICHITA\100719687\Tract_23.dwg				
10/07/2008				

PL #	State Plane Northing	State Plane Easting
2141	1,718,621.08	1,649,635.19
2142	1,718,587.77	1,649,628.52
2143	1,718,620.38	1,649,610.00
3005	1,718,621.16	1,649,624.82
3006	1,718,583.21	1,649,612.56
3007	1,718,620.38	1,649,599.34

CITY OF WICHITA
City Council Meeting
February 28, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5720 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5720 North Broadway in Park City. The property has 1.05 acres and is zoned commercial and improved with a warehouse. The project requires 556.7 square foot strip of land along the east property line, at the rear of the property. The acquisition does not impact the improvements; however, a fence will be reset and the personal property stored in the proposed acquisition area will be relocated.

Analysis: The owner accepted the appraised offer of \$540 (\$0.95 per square foot) and \$1,100 to shift the existing fence over to the new property line, and relocate the personal property within the proposed acquisition area

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$2,140 is requested. This includes \$1,640 for the acquisition and \$500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and aerial/tract map.

PROJECT: North Levee

DATE: February 1, 2012

COUNTY: Sedgwick

TRACT NO.: 7

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 1st day of February, 2012 by and between:

SKM Enterprises, LLC, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

SEE ATTACHED DESCRIPTION

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately <u>557 sq. ft.</u> for right-of-way	\$540.00
<u>sq. ft.</u> for Temporary Easement	
Cost to Cure: Clearing easement area	\$1,100.00
Damages including but not limited to: _____	

TOTAL \$1,640.00

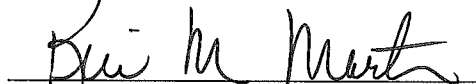
It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:



Steven A. Martin, President, SKM Enterprises, LLC



Keri M. Martin, Secretary - Treasurer, SKM Enterprises, LLC

City of Wichita
County of Sedgwick
State of Kansas

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

SKM Enterprises, LLC

If mortgage or other liens, show names of holders:

The Halstead Bank

REMARKS:

RECOMMENDED BY:


Dennis Keegan, Acquisition Agent

Tract #7

ADDITIONAL TAKING DESCRIPTION:

A portion of the South 124 feet of the North 538 feet of the North 40 rods of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying West of the Chisholm Creek flood control right-of-way as condemned in Sedgwick County Case A-41501, except that portion condemned in District Court Case 92066 for highway more particularly described as commencing at the northwest corner of said Southwest Quarter; thence $S00^{\circ}54'31''E$, along the west line of said Southwest Quarter, 414.00 feet; thence $N89^{\circ}19'43''E$, parallel with the north line of said Southwest Quarter, 434.36 feet to the point of beginning; thence continue $N89^{\circ}19'43''E$, parallel with the north line of said Southwest Quarter, 10.65 feet to a point on the west line of said Chisholm Creek flood control right-of-way, said point being on a curve to the left; thence southwesterly along the west line of said Chisholm Creek flood control right-of-way being a $3^{\circ}10.2'$ curve having a calculated radius of 1807.44 feet, an arc length of 130.99 feet, a chord length of 130.96 feet, and a chord bearing of $S18^{\circ}05'34''W$, to a point 538 feet south of the north line of said Southwest Quarter; thence $N13^{\circ}34'19''E$, 127.93 feet to the point of beginning.

Additional taking contains 556.7 square feet or 0.013 Acres.

Martin Tract #7 (Key # KE-PC-01981).

The South 124 feet of the North 538 feet of the North 40 rods of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying West of the Chisholm Creek flood control right-of-way as condemned in Sedgwick County Case A-41501, except that portion condemned in District Court Case 92066 for highway.

ADDITIONAL TAKING DESCRIPTION:

A portion of the South 124 feet of the North 538 feet of the North 40 rods of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying West of the Chisholm Creek flood control right-of-way as condemned in Sedgwick County Case A-41501, except that portion condemned in District Court Case 92066 for highway more particularly described as commencing at the northwest corner of said Southwest Quarter, thence 500°54'31"E, along the west line of said Southwest Quarter, 414.00 feet; thence N89°19'43"E, parallel with the north line of said Southwest Quarter, 434.36 feet to the point of beginning; thence continue N89°19'43"E, parallel with the north line of said Southwest Quarter, 10.65 feet to a point on the west line of said Chisholm Creek flood control right-of-way, said point being on a curve to the left; thence southwesterly along the west line of said Chisholm Creek flood control right-of-way being a 370.2' curve having a calculated radius of 1807.44 feet, an arc length of 130.99 feet, a chord length of 130.96 feet, and a chord bearing of S18°05'34"W, to a point 538 feet south of the north line of said Southwest Quarter; thence N13°34'19"E, 127.93 feet to the point of beginning.

Additional taking contains 556.7 square feet or 0.013 Acres.

NOTE:

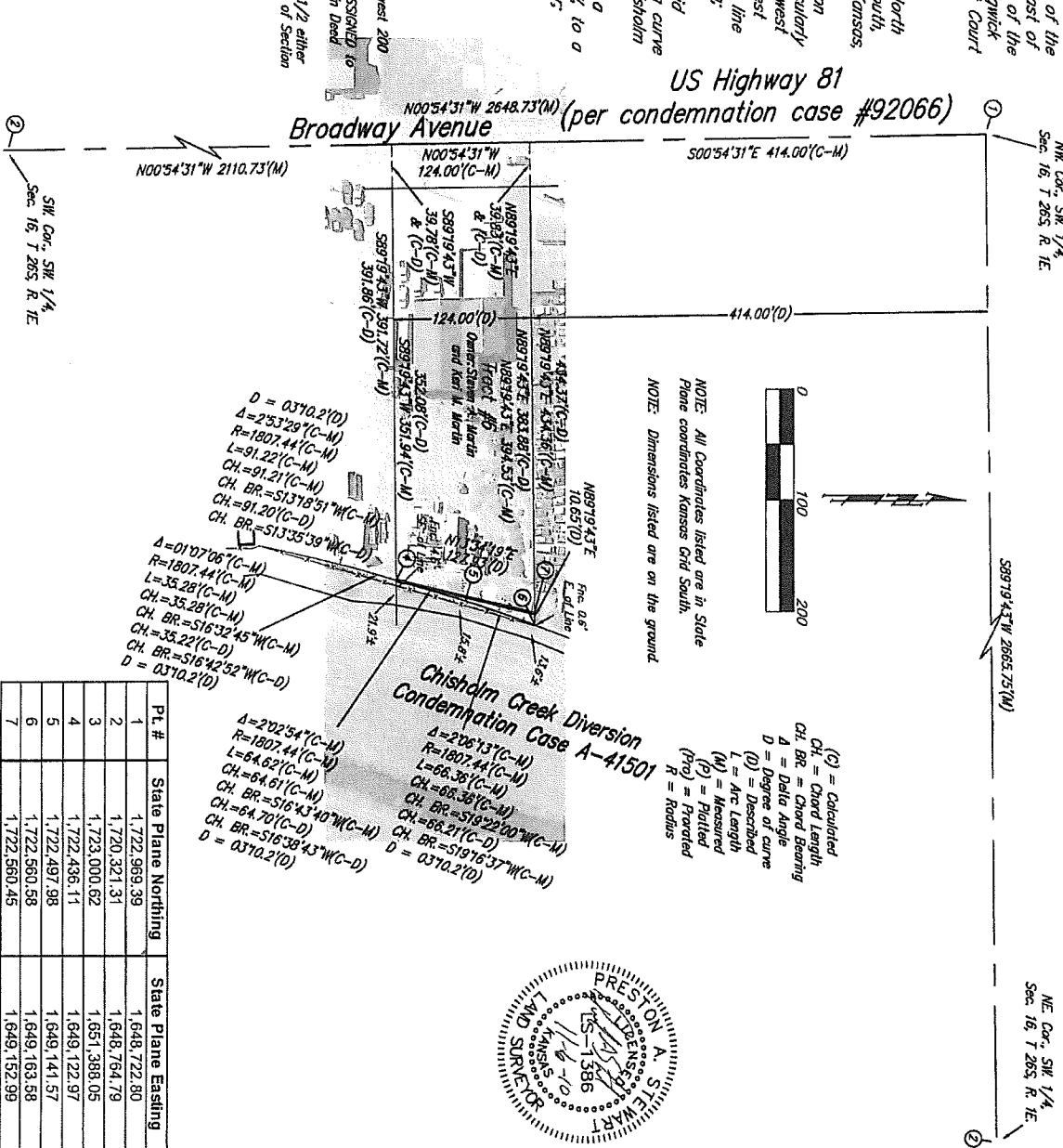
1. Grant of Right of Way filed August 5, 1925, Misc. Book 32, Page 419 over the west 200 feet of subject property.
2. Right of Way Agreement filed August 22, 1936, in Misc. Book 127, Page 629, ASSIGNED to Derby Refining Company of Wichita, Kansas, in Assignment filed November 4, 1934, in Deed Book 361, Page 133. Blotter in Nature over subject property.
3. Sanitary Sewer Easement filed September 10, 1906, on Film 1633, Page 845, 7 1/2" either side of the Sanitary Sewer Force Main as constructed across the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

Tract #7 - Exhibit
KE-PC-01981 - SW 16, Twp. 26S, R. 1E.
Sedgwick County, Kansas

<p>Baughman Company, P.A. 115 Blue St., Wichita, KS 67211 F 716-363-7271 F 716-363-0149</p> <p>ENGINEERING SURVEYING PLANNING LANDSCAPE ARCHITECTURE</p>	<p>APPROVED</p> <p>PAS</p> <p>DATE</p> <p>November 4, 2010</p>
<p>REVISIONS</p> <p>November 6, 2010</p> <p>Author: C. Williams</p>	<p>DRAWN</p> <p>PAS</p> <p>DATE</p> <p>November 4, 2010</p>

El: Project: WVCBS_10047861 Title: 7 Martin, SW 16S, 1E, 1E

100747861



CITY OF WICHITA
City Council Meeting
February 28, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5730 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5730 North Broadway in Park City. The property consists of 3.17 acres and is for light industrial use. The project requires 7,728 square foot strip of land along the east property line, at the rear of the property. The improvements are removed from the acquisition area.

Analysis: The owner accepted the appraised offer of \$7,400 (\$0.95 per square foot).

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$7,900 is requested. This includes \$7,400 for the acquisition and \$500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and aerial/tract map.

PROJECT: North Levee

DATE: February 1, 2012

COUNTY: Sedgwick

TRACT NO.: 6

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 1st day of February, 2012 by and between:

SKM Enterprises, LLC, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

SEE ATTACHED DESCRIPTION

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 7,728 sq. ft. for right-of-way \$7,400.00
sq. ft. for Temporary Easement
 Cost to Cure:
 Damages including but not limited to: _____

TOTAL \$7,400.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:



Steven A. Martin, President, SKM Enterprises, LLC



Keri M. Martin, Secretary - Treasurer, SKM Enterprises, LLC

City of Wichita
 County of Sedgwick
 State of Kansas

BUYER:

City of Wichita, KS, a municipal corporation

 Carl Brewer, Mayor

ATTEST:

 Karen Sublett, City Clerk

Approved as to form:

 Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

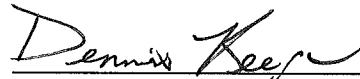
SKM Enterprises, LLC

If mortgage or other liens, show names of holders:

The Halstead Bank

REMARKS:

RECOMMENDED BY:


Dennis Keegan, Acquisition Agent

Tract #6

ADDITIONAL TAKING DESCRIPTION:

A portion of the South 300 feet of the North 414 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying West of the Chisholm Creek Flood Control Right-of-Way as condemned in Case A-41501, except that part of highway as condemned in Case No. 92066, more particularly described as commencing at the northwest corner of said Southwest Quarter; thence S00°54'31"E, along the west line of said Southwest Quarter, 114.00 feet; thence N89°19'43"E, parallel with the north line of said Southwest Quarter, 504.98 feet to the point of beginning; thence continue N89°19'43"E, parallel with the north line of said Southwest Quarter, 9.03 feet to a point on the west line of said Chisholm Creek Flood Control Right-of-Way; thence southerly along the west line of said Chisholm Creek Flood Control Right-of-Way, said west line being a 21°09.8 curve to the right, having a calculated radius of 270.73 feet, an arc length of 171.58 feet, a chord length of 168.72 feet and a chord bearing of S06°31'08"W, to the PC of said curve; thence S25°09'51"W, along the west line of said Chisholm Creek Flood Control Right-of-Way, 8.93 feet, to the PC of a curve to the left in the west line of said Chisholm Creek Flood Control Right-of-Way; thence southwesterly along the west line of said Chisholm Creek Flood Control Right-of-Way, being a 3°10.2' curve and having a calculated radius of 1807.44 feet, an arc length of 135.57 feet, a chord length of 135.53 feet and a chord bearing of S22°31'53"W, to a point 414 feet south of the north line of said Southwest Quarter; thence S89°19'43"W, parallel with the north line of said Southwest Quarter, 10.65 feet; thence N14°15'54"E, 310.49 feet to the point of beginning.

Additional taking contains 7,727.9 square feet, or 0.177 Acres.

NW Cor., SW 1/4,
Sec. 16, T 26S, R. 1E.

NE Cor., SW 1/4,
Sec. 16, T 26S, R. 1E.

N89°19'43"E 2665.75'(C-M)

N89°19'43"E 514.00'(C-M)

N89°19'43"E
39.89'(C-M)&(C-D)

N89°19'43"E 474.03'(C-M)

N89°19'43"E 504.98'(D)

S00°54'31"E
114.00'(C-M)

S00°54'31"E 300.00'(C-M)

(per condemnation case #92066)

Broadway Avenue

S89°19'43"W
39.62'(C-M)&(D)

S89°19'43"W 434.36'(C-M)

S54°31'E 2648.73'(M)

Tract 6 (Key # KE-PC-00223)
Owner: Brenda Sue Brack and Ato Ann Duly

(C) = Calculated
CH = Chord Length
CH BR = Chord Bearing
Δ = Delta Angle
D = Degree of curve
(D) = Described
L = Arc Length
(M) = Measured
(P) = Plotted
(Pro) = Prorated
R = Radius

(Per Condemnation Case No. A-41501)
(Tract #137)
Wichita-Valley Center Flood Control
LS-1386
1/1/10
KANSAS
LAND SURVEYOR
PRESTON A. STEWART

Pt. #	State Plane Northing	State Plane Easting
1	1,722,969.39	1,648,722.80



CITY OF WICHITA
City Council Meeting
February 28, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5760 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5760 North Broadway in Park City. The parcel consists of 1.1 acres and is zoned and improved for commercial use. A cell tower site has been established at the rear of the subject property. The proposed acquisition is a strip of land at the rear of the property; because the parcel has two tax key numbers to separate the cell tower from the parent tract, there are two separate legal descriptions for the proposed acquisition. The proposed acquisition area for both strips of land is a combined 327.4 square feet. No improvements are impacted as a result of the project.

Analysis: The owner accepted the estimated market value of \$320, or \$0.97 per square foot. As part of the project, fencing will be reinstalled along the new property line.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$820 is requested. This includes \$320 for the acquisition and \$500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement, tract/aerial map.

PROJECT: North Levee

DATE: November 3, 2011

COUNTY: Sedgwick

TRACT NO.: 4

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY EASEMENT

THIS AGREEMENT made and entered into this 3rd day of November, 2011 by and between:

Mary Schaar, landowner, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

See attached legal description

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 111 sq. ft. for right-of-way

\$110.00

Cost to Cure:


Damages including but not limited to: _____

TOTAL \$110.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:


 Mary Schaar
 AKA MARY J. SCHAAR

City of Wichita
 County of Sedgwick
 State of Kansas

BUYER:

City of Wichita, KS, a municipal corporation

 Carl Brewer, Mayor

ATTEST:

 Karen Sublett, City Clerk

Approved as to form:

 Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

Mary Schaar, a single person

If mortgage or other liens, show names of holders:

REMARKS:

RECOMMENDED BY:

Dennis Keegan

Dennis Keegan, Acquisition Agent

EXHIBIT A

Parcel 1-A:

A portion of the North 114 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the northwest corner of said Southwest Quarter; thence N89°21'43"E, along the north line of said Southwest Quarter, 483.26 feet to the point of beginning; thence continue N89°21'43"E, along the north line of said Southwest Quarter, 4.98 feet to a point on the west line of the Chisholm Creek Flood Control Right-of-Way as condemned in Sedgwick County District Court Condemnation Case No. A-41501; thence S13°24'55"E, along the west line of said Chisholm Creek Flood Control Right-of-Way, 45.57 feet; thence N19°21'22"W, 46.92 feet to the point of beginning.

Parcel 1-A contains 110.7 square feet, or 0.003 acres.

PROJECT: North Levee

DATE: January 25, 2012

COUNTY: Sedgwick

TRACT NO.: 5

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY EASEMENT

THIS AGREEMENT made and entered into this 9th day of December, 2011 by and between:

Mary Schaar, Brenda Sue Brack, and Ara Ann Duty, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

See attached legal description

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 217 sq. ft. for right-of-way

\$210.00

Cost to Cure:

Damages including but not limited to: _____

TOTAL \$210.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

Mary Schaar
Mary Schaar

~~Brenda Sue Black~~

~~Brenda Sue Black~~

City of Wichita
County of Sedgwick
State of Kansas

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

MEMORANDA


Exact and full name of owner, as it appears of record:

Mary Schaar, Brenda Sue Brack, and Ara Ann Duty

If mortgage or other liens, show names of holders:

REMARKS:

RECOMMENDED BY:


Dennis Keegan, Acquisition Agent

Parcel 2-A:

A portion of the South 50 feet of the East 60 feet of the North 114 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying West of the Chisholm Creek flood control right-of-way as condemned in Sedgwick County Case No. A-41501, more particularly described as commencing at the northwest corner of said Southwest Quarter; thence $S00^{\circ}54'31''E$, along the west line of said Southwest Quarter, 114.00 feet; thence $N89^{\circ}21'43''E$, parallel with the north line of said Southwest quarter 504.98 feet; thence $N03^{\circ}47'43''W$, 50.08 feet to a point 64.00 feet south of the north line of said Southwest Quarter and on the west line of said Chisholm Creek flood control right-of-way; thence $S13^{\circ}24'55''E$, along the west line of said Chisholm Creek flood control right-of-way, 42.40 feet to the PC of a $21^{\circ}09.8$ curve; thence southeasterly along said $21^{\circ}09.8$ curve having a radius of 270.73 feet, an arc length of 8.98 feet, a chord length of 8.98 feet and a chord bearing of $S16^{\circ}12'43''E$, to a point 114.00 feet south of the north line of said Southwest Quarter; thence $S89^{\circ}21'43''W$, parallel with the north line of said Southwest Quarter, 9.03 feet to the point of beginning.

Parcel 2-A contains 216.7 square feet, or 0.005 acres.

PROJECT: North Levee

DATE: January 25, 2012

COUNTY: Sedgwick

TRACT NO.: 5

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY EASEMENT

THIS AGREEMENT made and entered into this 9th day of December, 2011 by and between:

Mary Schaar, Brenda Sue Brack, and Ara Ann Duty, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

See attached legal description

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 217 sq. ft. for right-of-way

\$210.00

2 of 3

TOTAL \$210.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

Mary Schaar

Brenda Sue Brack
Brenda Sue Brack

Dennis Brack
Dennis Brack

Ara Ann Duty
Ara Ann Duty

Dennis E. Duty
Dennis E. Duty

City of Wichita
County of Sedgwick
State of Kansas

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

MEMORANDA

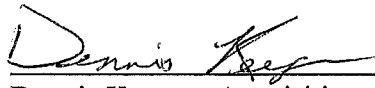
Exact and full name of owner, as it appears of record:

Mary Schaar, Brenda Sue Brack, and Ara Ann Duty

If mortgage or other liens, show names of holders:

REMARKS:

RECOMMENDED BY:


Dennis Keegan, Acquisition Agent

Parcel 2-A:

A portion of the South 50 feet of the East 60 feet of the North 114 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying West of the Chisholm Creek flood control right-of-way as condemned in Sedgwick County Case No. A-41501, more particularly described as commencing at the northwest corner of said Southwest Quarter; thence $S00^{\circ}54'31''E$, along the west line of said Southwest Quarter, 114.00 feet; thence $N89^{\circ}21'43''E$, parallel with the north line of said Southwest quarter 504.98 feet; thence $N03^{\circ}47'43''W$, 50.08 feet to a point 64.00 feet south of the north line of said Southwest Quarter and on the west line of said Chisholm Creek flood control right-of-way; thence $S13^{\circ}24'55''E$, along the west line of said Chisholm Creek flood control right-of-way, 42.40 feet to the PC of a $21^{\circ}09.8$ curve; thence southeasterly along said $21^{\circ}09.8$ curve having a radius of 270.73 feet, an arc length of 8.98 feet, a chord length of 8.98 feet and a chord bearing of $S16^{\circ}12'43''E$, to a point 114.00 feet south of the north line of said Southwest Quarter; thence $S89^{\circ}21'43''W$, parallel with the north line of said Southwest Quarter, 9.03 feet to the point of beginning.

Parcel 2-A contains 216.7 square feet, or 0.005 acres.

Block Tracts "4" (Key # KE-PC-01979) & "5" (Key # KE-PC-01979-0001):

Parcel 1:
The North 114 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying West of the Chisholm Creek Flood Control Right-of-Way as condemned in Sedgwick County District Court Condemnation Case No. A-41501; except the South 30 feet of the East 60 feet of the aforesaid North 114 feet.

Parcel 2:
The South 50 feet of the East 60 feet of the North 114 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying West of the Chisholm Creek Flood Control Right-of-Way as condemned in Sedgwick County Case No. A-41501.

NEW TOWNING DESCRIPTIONS:

Parcel 1-A:
A portion of the North 114 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the northwest corner of said Southwest Quarter; thence N89°21'43"E, along the north line of said Southwest Quarter, 463.28 feet to the point of beginning; thence continue N89°21'43"E, along the north line of said Southwest Quarter, 4.98 feet to a point on the west line of the Chisholm Creek Flood Control Right-of-Way as condemned in Sedgwick County District Court Condemnation Case No. A-41501; thence S13°24'55"E, along the west line of said Chisholm Creek Flood Control Right-of-Way, 43.57 feet; thence N19°21'22"W, 46.92 feet to the point of beginning.

Parcel 1-A contains 110.7 square feet, or 0.003 acres.

Parcel 2-A:
A portion of the South 50 feet of the East 60 feet of the North 114 feet of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying West of the Chisholm Creek Flood Control Right-of-Way as condemned in Sedgwick County Case No. A-41501; more particularly described as commencing at the northwest corner of said Southwest Quarter; thence S00°54'31"E, along the west line of said Southwest Quarter, 114.00 feet; thence N89°21'43"E, parallel with the north line of said Southwest Quarter, 504.98 feet; thence N89°21'43"E, 50.08 feet to a point 64.00 feet south of the north line of said Southwest Quarter and on the west line of said Chisholm Creek Flood Control Right-of-Way, 42.40 feet to the point of beginning; thence S13°24'55"E, along the west line of said Chisholm Creek Flood Control Right-of-Way, 43.57 feet; thence N19°21'22"W, 46.92 feet to a point on the north line of said Southwest Quarter, 4.98 feet; thence S13°24'55"E, to a point 114.00 feet south of the north line of said Southwest Quarter; thence S89°21'43"W, parallel with the north line of said Southwest Quarter, 9.03 feet to the point of beginning.

Parcel 2-A contains 216.7 square feet, or 0.005 acres.

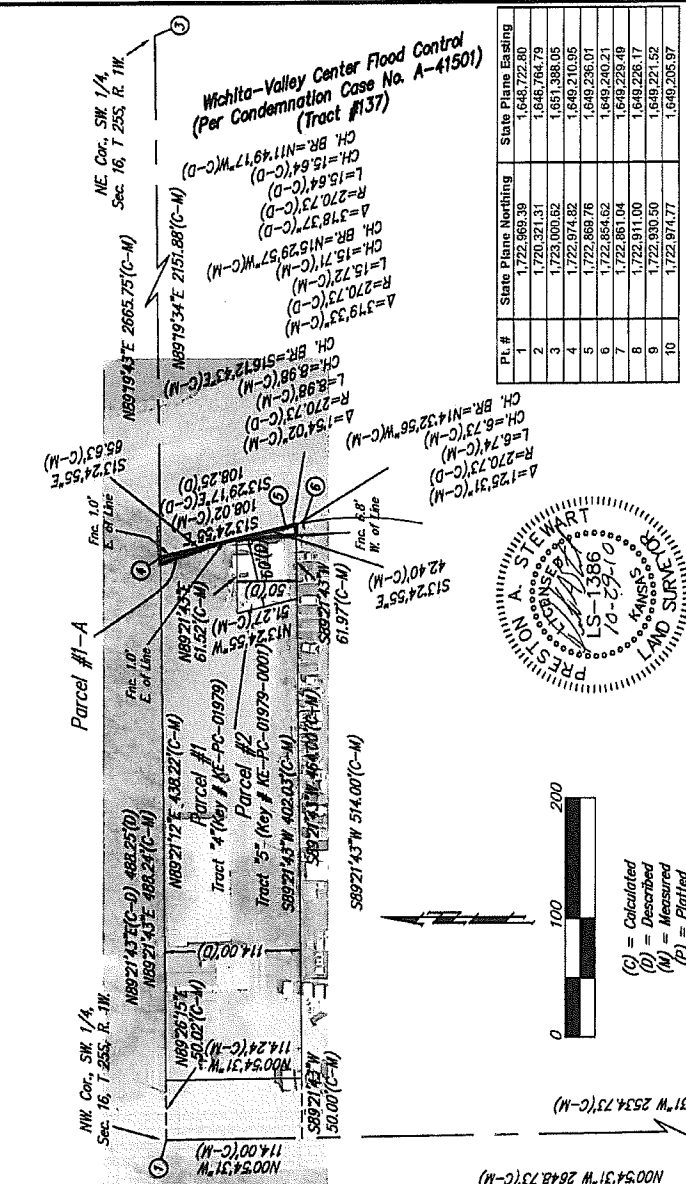
NOTE:

1. Grant of Right of Way filed August 5, 1925, Misc. Book 32, Page 419 over the west 200 feet of subject property.
2. Right of Way Agreement, filed August 22, 1936, in Misc. Book 127, Page 629, ASSIGNED to Derby Refining Company of Wichita, Kansas, in Assignment filed November 4, 1954, in Deed Book 951, Page 193. Blanket in Nature over subject property.
3. Sanitary Sewer Easement filed September 10, 1995, on Film 1638, Page 845. 7 1/2" either side of the Sanitary Sewer Force Main as constructed across the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

**Baughman**

**Tract #'s 4 & 5 - Exhibit
KE-PC-01979 & KE-PC-01979-0001
Sedgwick County, KS.**

ENGINEERING SURVEYING PLANNING LANDSCAPE ARCHITECTURE	Baughman Company, P.A. 315 Blue St., Wichita, KS 67211 P 766-267231 F 766-263819	
	APPROVED _____	
REVISIONS	PAS	DRAWN
	SCALE 1"=100'	DATE October 29, 2010
E:\Projects\WICHES\B04P007\Tract 4&5\B04P007\KEPC01979\SW 1638\1638.dwg 10-07-2010		



NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.

Parcel #1 Owner:

Trustee's Deed filed September 14, 2004, as Doc/Fim-Pg-28607210, from Brenda Sue Brack, Successor Trustee of the Florence M. Schaar Revocable Trust U/A dated October 15, 1998, to Merle Henry Schaar (as to an undivided one-half interest).
Trustee's Deed filed September 14, 2004, as Doc/Fim-Pg-28607214, from Brenda Sue Brack, Successor Trustee of the Florence M. Schaar Revocable Trust U/A dated October 15, 1998, to Merle Henry Schaar (as to an undivided one-half interest).
Trustee's Deed filed September 14, 2004, as Doc/Fim-Pg-28607217, from Brenda Sue Brack, Successor Trustee of the Florence M. Schaar Revocable Trust U/A dated October 15, 1998, to Merle Henry Schaar (as to an undivided one-half interest).
Settlement filed August 15, 2006. Subject property is awarded to Mary J. Schaar.

Parcel #2 Owner:

Trustee's Deed filed September 14, 2004, as Doc/Fim-Pg-28607212, from Brenda Sue Brack, Successor Trustee of the Florence M. Schaar Revocable Trust U/A dated October 15, 1998, to Brenda Sue Brack, Arac Ann Duly, Merle Henry Schaar (as to an undivided one-half interest).
Trustee's Deed filed September 14, 2004, as Doc/Fim-Pg-28607217, from Brenda Sue Brack, Successor Trustee of the Florence M. Schaar Revocable Trust U/A dated October 15, 1998, to Brenda Sue Brack, Arac Ann Duly, Merle Henry Schaar (as to an undivided one-half interest).
Case No. 08PP-161: In the Matter of the Estate of Merle H. Schaar, deceased. Journal Entry of Final Settlement filed August 15, 2006. Subject property is awarded to Mary J. Schaar.

SW Cor., SW 1/4,
Sec. 16, T. 26S, R. 1W.

City of Wichita
City Council Meeting
February 28, 2012

TO: Mayor and City Council

SUBJECT: Amending Resolution to repair and upgrade drainage detention ponds to serve Hampton Square and Prairie Pointe Additions (north of 37th Street North, west of Maize) (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the amending resolution.

Background: A review of bonding resolutions for the City's issuance of special assessment bonds has identified a resolution with a technical error that should be corrected. The incorrect stormwater drain number that was used has been corrected. An amending resolution has been prepared to correct the error.

Analysis: The project is to repair erosion and install an erosion control blanket with crushed stone around the ponds, which will minimize the amount of future erosion caused by rain, wind and wave action.

Financial Considerations: The project budget remains as previously approved by the City Council.

Goal Impact: This resolution addresses the Efficient Infrastructure goal by providing the authority for the City's issuance of special assessment bonds.

Legal Considerations: The amending resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the amending resolution and authorize the necessary signatures.

Attachments: Amending resolution.

First Published in the Wichita Eagle on March 2, 2012

RESOLUTION NO. 12-047

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE REPAIR AND UPGRADE OF STORM WATER DRAIN NO. 383 (NORTH OF 37TH ST. NORTH, WEST OF MAIZE) 468-84762 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE REPAIR AND UPGRADE OF STORM WATER DRAIN NO. 383 (NORTH OF 37TH ST. NORTH, WEST OF MAIZE) 468-84762 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 11-120 adopted on May 17, 2011 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to repair and upgrade Storm Water Drain No. 383 (north of 37th St. North, west of Maize) 468-84762.

SECTION 3. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Eight Thousand Dollars (\$108,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 1, 2010, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

HAMPTON SQUARE ADDITION

Lots 1 through 9, Block 1

PRAIRIE POINTE ADDITION

Lots 1 through 10, Block 3

Lots 1 through 12 and 14 through 33, Block 4

Reserve "B"

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1 and Lot 8, Block 1; HAMPTON SQUARE ADDITION shall each pay 420/10000 of the total cost payable by the improvement district; Lots 2 through 7, Block 1; HAMPTON SQUARE ADDITION shall each pay 140/10000 of the total cost payable by the improvement district; Lot 9, Block 1; HAMPTON SQUARE ADDITION shall pay 1117/10000 of the total cost payable by the improvement district; Lots 1 through 10, Block 3; and Lots 1 through 12, and 14 through 33, Block 4; PRAIRIE POINTE ADDITION shall each pay 149/10000 of the total cost payable by the improvement

district; and RESERVE B; PRAIRIE POINTE ADDITION shall pay 945/10000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of February 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

**City of Wichita
City Council Meeting
February 28, 2012**

TO: Mayor and City Council

SUBJECT: Purchase Option (Northridge Warehouse, LLC/Dean & Deluca, Inc.) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the necessary signatures.

Background: On December 12, 2000, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in three series: Series IX-A, in the aggregate principal amount of \$2,760,000; Series IX-B, in the aggregate principal amount of \$660,724, and Series IX-C, in the aggregate principal amount of \$1,568,751 to Dean and DeLuca, Inc. In conjunction with the bond issue, the City Council approved a 100% property tax abatement on bond-financed property for 5-years, plus a second 5 years subject to Council review. The Series IX-A and IX-B bond proceeds were used for a 52,000 square foot building addition at Dean & DeLuca's existing facility located 2526 E. 36th Street N. Circle (the "Real Estate Project"). The Series IX-C bonds were used to equip a call center (the "Equipment Project"). In 2006, Dean & Deluca assigned all of its rights, title and interest, obligations and duties as Tenant under the Lease for the "A" and "B" series bonds to Northridge Warehouse, LLC.

The City received notice from Northridge Warehouse, LLC and Dean and Deluca, Inc. of its intention to exercise the IRB purchase option and requests approval of the deed back of the IRB-financed property.

Analysis: Under the provisions of the IRB Lease between Northridge Warehouse, LLC and Dean and Deluca, Inc. ("Tenant") and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant made final payment on the bonds.

Financial Considerations: The City has received payment of the \$1,000 purchase option price required by the Lease Agreements. There are no fiscal impacts to the City as a result of the purchase option.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination of Lease Agreements, Easement Release Agreement and the delivery of such documents has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreements, Easement Release Agreement and Special Warranty Deed to convey the property to Northridge Warehouse, LLC and Dean and Deluca, Inc. and authorize the necessary signatures.

Northridge Warehouse, LLC

February 14, 2012

Page 2

Attachments: Resolution, Special Warranty Deed, Termination of and Release of Lease Agreement (Real Estate project), Termination and Release of Lease Agreement (Equipment Project), Bill of Sale, Easement Release

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Dean & Deluca, Inc., a corporation organized under the laws of the State of Kansas (the "Grantee"), all of its interest in the following goods, equipment and chattels, viz:

- (a) Reengineer Pick/Pack Module, WEI, Reengineering consulting/WEI assessment, rack for expansion space, additional conveyor, shipping sortation (basis sorter, 8 sorts), mezzanine for packing stations, pack station hardware, powered BestaFlex, additional Flowrack, trash tackaway conveyor, full case pick to belt line, brands automated equipment, shelf tags, Kenneco Carton Flow, Pallet Rack, Air Compressor, and Drier, contingencies (5%), sprinkler system under mezzanine, mechanical work on mezzanine, conveyor move, case sealer, additional RF picking units, Man-up turret trucks, Electric Pallet Jacks (2), Wire Guidance, modular coolers, additional Brand's equipment (Rita's Budget), dating code sys, conveyor, hopper, shaker table, labeling machine, shrink tunnel, RF pick system, forecasting software, Additional IT, printers (Qty 4), Shipping PC, St. Helena Printer, Printers Shipping stations, door entry software security, cabling, Dmark relocation, RF scanners (Qty 4), USPS Module for Varsity, Zebra Printers, file Server's, multi-site hub routers
- (b) A Rockwell telephone system, personal computers, time clock and security system
- (c) All machinery, equipment and any other personal property purchased with the proceeds of the City of Wichita, Kansas, its Taxable Industrial Revenue Bonds, Series IX-C, 2000 (Dean & Deluca, Inc. Project) in the original aggregate principal amount of \$1,568,751 (the "Series IX-C, 2000 Bonds"), and constituting the "Improvements" pursuant to the terms of a certain Lease Agreement dated December 1, 2000, by and between the Grantor and the Grantee

To have and to hold, all and singular, the said goods and chattels forever. And said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except: (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the

Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of this page intentionally left blank]

RESOLUTION NO. 12-046

**A RESOLUTION OF THE CITY OF WICHITA, KANSAS,
AUTHORIZING THE CITY TO CONVEY TITLE TO THE
PROJECT; AUTHORIZING EXECUTION OF A SPECIAL
WARRANTY DEED AND TERMINATION AND RELEASE OF
THE LEASE TO NORTHRIDGE WAREHOUSE, LLC; BILL OF
SALE AND TERMINATION AND RELEASE OF THE LEASE TO
DEAN AND DELUCA, INC.; AND AUTHORIZING THE
EXECUTION OF ALL SUCH OTHER DOCUMENTS
NECESSARY TO CONVEY TITLE TO SUCH PROJECT**

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the “Act”), the City of Wichita, Kansas (the “City”), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Bonds, Series IX-A, 2000 (Dean & Deluca, Inc. with Northridge Warehouse, LLC as the successor Tenant, the “Real Estate Project”) in the original aggregate principal amount of \$2,760,000 (the “Series IX-A, 2000 Bonds”) and its Taxable Industrial Revenue Bonds, Series IX-B, 2000 (Dean & Deluca, Inc. with Northridge Warehouse, LLC as the successor Tenant, the “Real Estate Project”) in the original principal amount of \$660,724.38 (the “Series IX-B, 2000 Bonds”) for the purpose of financing the costs of acquiring a site and constructing an addition to an existing distribution facility in Wichita, Kansas (the “Real Estate Project”) and its Taxable Industrial Revenue Bonds, Series IX-C, 2000 (Dean and Deluca, Inc., the “Equipment Project”) in the original principal amount of \$1,568,751 (the “Series IX-C, 2000 Bonds”) for the purpose of acquiring certain equipment and installing said equipment in an existing call center and in a distribution facility (the “Equipment Project”); and

WHEREAS, pursuant to the Act, the City leased the Real Estate Project to Dean and Deluca, Inc. with Northridge Warehouse, LLC, as the successor Tenant and leased the Equipment Project to Dean and Deluca, Inc., corporations organized under the laws of the State of Kansas (the “Tenants”) pursuant to a certain Leases dated as of December 1, 2000 (the “Leases”); and

WHEREAS, the outstanding Bonds have been paid in full at their maturity; and

WHEREAS, Commerce Bank and Trust of Kansas City, Kansas (the “Trustee”), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the City has received notice of the Tenant’s intent to exercise its option to purchase the Real Estate Project and the Equipment Project and the City wishes to expedite that process.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF WICHITA, KANSAS:**

1. That the City acknowledges receipt of the Tenant's notices of its intent to exercise its options to purchase the Real Estate Project and the Equipment Project as set forth in the Leases.

2. That the City is hereby authorized to convey the Real Estate Project and the Equipment Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Leases as conditions precedent to such conveyance, including but not limited to the payment by the Tenants of \$1,000.00 each to the City pursuant to Section 17.1 of the Leases.

3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Real Estate Project and the Equipment Project to the Tenant including but not limited to a Special Warranty Deed, the Bill of Sale, Termination and Release of Leases, and termination of all existing financing statements.

4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph to the Trustees, for delivery on behalf of the City, at such time as the Trustees shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).

5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

[Remainder of this page intentionally left blank]

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 28th day of February, 2012.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
City Attorney

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this ____ day of February, 2012, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Northridge Warehouse, LLC, a corporation (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the following real property situated in Sedgwick County, Kansas:

Parcel #1

Lot 2, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas; and

Parcel #2

That part of Lot 1, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas, described as beginning at the NE corner of said Lot 1; thence N88°04'W along the north line of said Lot 1, 20.68 feet; thence S01°17'48"W, 193.70 feet; thence N88°41'12"W, 1.15 feet; thence S01°17'48"W, 3.18 feet; thence N88°41'12"W, 1.83 feet; thence S01°17'48"W, 92.03, feet to a point on the southerly line of said Lot 1; thence northeasterly along the southerly line of said Lot 1, 23.59 feet to the SE corner of said Lot 1; thence N01°23'15"E, along the east line of said Lot 1, 285 feet to the point of beginning.

Parcel #3

A non-exclusive easement for the benefit of Parcels #1 and #2 as created by the Easement Agreement filed December 19, 2000, on Film 2124, Page 1437, for ingress and egress purposes, wall purposes, and encroachment of building over portions of the following:

Lot 1, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas EXCEPT that part described as beginning at the NE corner of said Lot 1; thence N88°04'W along the north line of said Lot 1, 20.68 feet; thence S01°17'48"W, 193.70 feet; thence N88°41'12"W, 1.15 feet; thence S01°17'48"W, 3.18 feet; thence N88°41'12"W, 1.83 feet; thence S01°17'48"W, 92.03, feet to a point on the southerly line of said Lot 1; thence northeasterly along the southerly line of said Lot 1, 23.59 feet to the SE corner of said Lot 1; thence N01°23'15"E, along the east line of said Lot 1, 285 feet to the point of beginning, said real property described constituting the "Land" as referred to in said Lease; and

THE IMPROVEMENTS: all buildings and improvements now or hereafter constructed, located or installed upon the Land pursuant to the Lease, and constituting the "Improvements" as referred to in said Lease and more specifically described as follows:

THE IMPROVEMENTS.

- (a) An approximate 52,112 square foot addition to an existing distribution center.
- (b) Machinery, equipment and furnishings purchased with 2000 Bond Proceeds.

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 and 12.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented, including but not limited to a certain Lease dated December 1, 2000 by and between the Grantee and the Grantor in connection with the issuance of the Industrial Revenue Bonds, Series IX-A, 2000 (Dean & Deluca, Inc. with Northridge Warehouse, LLC as the successor Tenant, the "Real Estate Project") in the original aggregate principal amount of \$2,760,000 (the "Series IX-A, 2000 Bonds") and its Taxable Industrial Revenue Bonds, Series IX-B, 2000 (Dean & Deluca, Inc. with Northridge Warehouse, LLC as the successor Tenant, the "Real Estate Project") in the original principal amount of \$660,724.38 (the "Series IX-B, 2000 Bonds") for the purpose of financing the costs of acquiring a site and constructing an addition to an existing distribution facility in Wichita, Kansas (the "Real Estate Project") together referred to herein as the Bonds; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ____ day of February, 2012.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of February, 2012, , before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the ____ day of February, 2012, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), and Dean and Deluca, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") and Commerce Bank and Trust of Wichita, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of Kansas City, Kansas (the "Trustee");

W I T N E S S E T H:

WHEREAS, the City heretofore leased to the Tenant certain personal property pursuant to the Lease dated as of December 1, 2000, by and between the City and the Tenant (the "Lease"), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in Film #2127 at Page #1981; and

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

THE EQUIPMENT.

- (a) Machinery, equipment and furnishings purchased with 2000 Bond Proceeds.
- (b) Reengineer Pick/Pack Module, WEI, Reengineering consulting/WEI assessment, rack for expansion space, additional conveyor, shipping sortation (basis sorter, 8 sorts), mezzanine for packing stations, pack station hardware, powered BestaFlex, additional Flowrack, trash tackaway conveyor, full case pick to belt line, brands automated equipment, shelf tags, Kenneco Carton Flow, Pallet Rack, Air Compressor, and Drier, contingencies (5%), sprinkler system under mezzanine, mechanical work on mezzanine, conveyor move, case sealer, additional RF picking units, Man-up turret trucks, Electric Pallet Jacks (2), Wire Guidance, modular coolers, additional Brand's equipment (Rita's Budget), dating code sys, conveyor, hopper, shaker table, labeling machine, shrink tunnel, RF pick system, forecasting software, Additional IT, printers (Qty 4), Shipping PC, St. Helena Printer, Printers Shipping stations, door entry software security, cabling, Dmark relocation, RF scanners (Qty 4), USPS Module for Varsity, Zebra Printers, file Server's, multi-site hub routers

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 and 12.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series IX-C, 2000 (Dean & Deluca, Inc. Project) in the original aggregate principal amount of \$1,568,751 (the “Series IX-C, 2000 Bonds”) together referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indentures dated as of December 1, 2000 (the “Indenture”) by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of February, 2012.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of February, 2012, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Dean & Deluca, Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of _____, 2012, before me, a notary public in and for said County and State, came _____, _____ of Northridge Warehouse, LLC, a corporation duly organized and existing under and by virtue of the laws of said State, who is personally known to me to be an officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My appointment expires:

Commerce Bank and Trust
Wichita, Kansas

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2012, before me, a notary public in and for said county and state, came _____, _____ of UMB Bank of Kansas City, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said bank, and such person duly acknowledged the execution of the same to be the act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

EASEMENT RELEASE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Dollar and other Good and Valuable Consideration, receipt of which is hereby acknowledged, Dean and Deluca, Inc., the owner of a certain blanket easement dated December 1, 2000 with Dean and Deluca, Inc., as Grantor and the City of Wichita, Kansas as Grantee, and a second blanket easement dated December 1, 2000, with Leslie G. Rudd and Susan G. Rudd, husband and wife as Grantor and The City of Wichita, Kansas as Grantee, which easements are recorded in the records of the Register of Deeds of Sedgwick County, Kansas at Film 2127, Page 1963, and Film 2127, Page 1995, respectively, does hereby release, relinquish, and surrender all its rights, title and interest in and to said easements, but solely with respect to the following property:

Parcel #1

Lot 2, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas; and

Parcel #2

That part of Lot 1, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas, described as beginning at the NE corner of said Lot 1; thence N88°04'W along the north line of said Lot 1, 20.68 feet; thence S01°17'48"W, 193.70 feet; thence N88°41'12"W, 1.15 feet; thence S01°17'48"W, 3.18 feet; thence N88°41'12"W, 1.83 feet; thence S01°17'48"W, 92.03, feet to a point on the southerly line of said Lot 1; thence northeasterly along the southerly line of said Lot 1, 23.59 feet to the SE corner of said Lot 1; thence N01°23'15"E, along the east line of said Lot 1, 285 feet to the point of beginning.

IN WITNESS WHEREOF, Dean and Deluca, Inc. has caused this release to be executed by the officer thereunto duly authorized this _____ day of _____, 2012.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2012 by

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Leslie G. Rudd and Susan G. Rudd. has caused this release to be executed by the officer thereunto duly authorized this _____ day of _____, 2012.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2012 by

My Commission Expires: _____

Notary Public

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASES dated as of the ____ day of February, 2012, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), and Dean and Deluca, Inc. with Northridge Warehouse, LLC as the successor Tenant, a corporation organized under the laws of the State of Kansas (the "Tenant") and Commerce Bank and Trust of Kansas City, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of Kansas City, Kansas (the "Trustee");

W I T N E S S E T H:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to Lease dated as of December 1, 2000, by and between the City and the Tenant (the "Lease"), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in Film #2127 at Page 1970; and

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

THE LAND. The following described real estate located in Sedgwick County, Kansas, to wit:

Parcel #1

Lot 2, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas; and

Parcel #2

That part of Lot 1, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas, described as beginning at the NE corner of said Lot 1; thence N88°04'W along the north line of said Lot 1, 20.68 feet; thence S01°17'48"W, 193.70 feet; thence N88°41'12"W, 1.15 feet; thence S01°17'48"W, 3.18 feet; thence N88°41'12"W, 1.83 feet; thence S01°17'48"W, 92.03, feet to a point on the southerly line of said Lot 1; thence northeasterly along the southerly line of said Lot 1, 23.59 feet to the SE corner of said Lot 1; thence N01°23'15"E, along the east line of said Lot 1, 285 feet to the point of beginning.

And an easement over and appurtenant to a certain portion of:

Lot 1, Block B, Northridge Industrial Park, Wichita, Sedgwick County, Kansas; and

THE IMPROVEMENTS: all buildings and improvements now or hereafter constructed, located or installed upon the Land pursuant to the Lease, and constituting the "Improvements" as referred to in

said Lease and more specifically described as follows: An approximate 52,112 square foot addition to an existing distribution center.

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 and 12.1 of the Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series IX-A, 2000 (Dean & Deluca, Inc. with Northridge Warehouse, LLC as the successor Tenant, the “Real Estate Project”) in the original aggregate principal amount of \$2,760,000 (the “Series IX-A, 2000 Bonds”) and its Taxable Industrial Revenue Bonds, Series IX-B, 2000 (Dean & Deluca, Inc. with Northridge Warehouse, LLC as the successor Tenant, the “Real Estate Project”) in the original principal amount of \$660,724.38 (the “Series IX-B, 2000 Bonds”) together referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of December 1, 2000 (the “Indenture”) by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of February, 2012.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of February, 2012, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Northridge Warehouse, LLC/Dean & Deluca, Inc.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of _____, 2012, before me, a notary public in and for said County and State, came _____, _____ of Northridge Warehouse, LLC, a corporation duly organized and existing under and by virtue of the laws of said State, who is personally known to me to be an officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My appointment expires:

Commerce Bank and Trust
Wichita, Kansas

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2012, before me, a notary public in and for said county and state, came _____, _____ of UMB Bank of Kansas City, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said bank, and such person duly acknowledged the execution of the same to be the act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

**City of Wichita
City Council Meeting
February 28, 2012**

TO: Mayor and City Council

SUBJECT: Lockbox Services – Vendor Selection

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Since 1997, the Express Office (Finance Department) has processed customer remittances and payments received by mail for Public Works & Utilities utilizing a remittance processor and related software technology. With the availability and acceptance of utility remittances through other payment channels, including bank drafts, internet and interactive voice response, the volume of payments received through the mail has consistently declined over time. During 2011, the Express Office processed 758,343 utility payments received by mail as compared to 1,532,905 payments in 2002, representing a 50.5% decline in volume.

The remittance processor was purchased in 1997 and is approaching the end of its useful life. As a result, maintenance support for this hardware will no longer be available beginning in April 2012. The software for this application was also initially purchased in 1997 and was last replaced in 2002.

Analysis: As a result of the expected continuation of declining volumes for payments received by mail and to address the lack of available maintenance support due to the age of the remittance processor, a Request for Proposal (RFP) was distributed for lockbox services for the future processing of payments received by mail from Water Utilities customers. The RFP was distributed in September 2011 to 17 financial institutions and responses were received from two firms. In November 2011, both firms were interviewed by the Staff Screening and Selection Committee and INTRUST Bank N.A. was selected as the best proposal meeting the needs of the City for lockbox services based on a combination of their experience, qualifications, funds availability and processing efficiency. The Staff Screening and Selection Committee was comprised of members from the Finance Department, IT/IS, Public Works & Utilities, Municipal Court and the Law Department.

The term of the agreement for lockbox services is for two years with options to renew for three additional one year terms by mutual agreement of both parties and provides the City with the right to terminate the agreement with a 30 day written notice for any reason.

Following the full transition of Water Utilities payments to lockbox services, the existing hardware equipment will be considered surplus and disposed of in accordance with City policy.

Financial Considerations: The current estimated annual cost of lockbox services for the processing of Water Utilities remittances is \$111,240. As the volume of payments received by mail continues to decline each year, the annual cost for lockbox services will also be reduced.

The transition to lockbox services eliminates the need for immediate and future capital investment in hardware and software to internally process these utility payments. This capital investment is estimated to be approximately \$250,000 and is not considered cost effective based on diminishing use from continual reduced mail volumes. It is projected that the transition of the current remittance processing function to lockbox will result in savings of approximately \$238,000 over the next five years.

Goal Impact: This action impacts the Internal Perspective goal by increasing the cost effectiveness and efficiency of processing remittances and payments received by mail from Public Works & Utilities customers.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the selection of INTRUST Bank, N.A. for lockbox receipt handling services and authorize the Mayor to sign the agreement.

Attachments: Lockbox Agreement



Customer: City of Wichita
PO Box:

LOCK BOX AGREEMENT

This Lock Box Agreement is made this ____ day of _____, 2____, by and between City of Wichita (hereinafter referred to as "Customer"), located at 455 N. Main, 12th Floor, Wichita, KS 67202 and INTRUST Bank, N.A. a nationally chartered banking institution ("hereinafter referred to as Bank") located at 105 N. Main, Wichita, Kansas 67202

1. Customer hereby requests and Bank hereby agrees to provide Lock Box services for Customer under the terms set forth in this Agreement and the attachments hereto ("Agreement").
2. Box Rental:
 - a. Bank will rent and maintain a post office box ("Box") from the United States Postal Service in the name of Customer for the term of this Agreement. The specific office of the United States Postal Service Office where the Box will be located is at the sole discretion of Bank. Customer hereby authorizes Bank to access the Box and process all mail delivered thereto. Customer agrees to execute all documents, if any, which may be necessary or required to grant such access.
 - b. Bank shall debit Customer's account on a yearly basis for the rent as charged by the United States Postal Service for the Box. Such rate is subject to change each year based on any changes in rent made by the United States Postal Service.
3. Procedures:
 - a. Bank will retrieve and process customer's items from the Box as set forth in Exhibit "A" attached hereto and incorporated herein, including imaging of all processed remittance checks using digitized image technology.
 - b. Bank will provide Customer access to the Intrust Lock Box internet site ("Internet Site") allowing Customer to view all Customer's documents deposited into the Box and imaged by Bank. Customer shall use the Internet Site in accordance with all written procedures or instructions provided by Bank.
 - c. After creating images, Bank will notify Customer of the availability of the images on the Internet Site. All original documents shall be stored by the

Bank for a period of time prior to destruction or returned to Customer at Customer's discretion as set forth on Exhibit "A".

- d. Exhibit "A" shall also include the name of the Administrator with whom Bank may communicate. Said Administrator must also be a signer on the bank account to be credited.
- e. Customer shall pay all fees and charges for Intrust Lock Box in accordance with the fee proposal as set forth in Exhibit "A" attached hereto and incorporated herein. Said fees proposal may be amended by Bank upon agreement by both parties. Customer acknowledges that fees will, in part, be based upon length of retention of original documents by Bank or delivery of original documents to Customer.

4. Review of Items:

- a. Customer agrees to provide notice to its customers that all payment and communications regarding disputed debts or obligations shall be sent to a person, office or place other than the box governed by this Agreement. If Customer fails to provide such notice for any reason, Customer acknowledges its responsibility to review all items imaged for language of accord and satisfaction of the debt and take any and all appropriate actions on its own behalf. Customer further agrees Bank shall not have any obligation to review items for language of accord and satisfaction.

5. Internet Site:

- a. Bank hereby grants Customer a non-exclusive, non-transferable and revocable license to use the Internet Site solely for Customer's internal business purpose and subject to the terms and conditions of this Agreement.
- b. Customer must have and maintain a computer system ("System") that has access to the Internet using a secure browser with, at a minimum, 128 bit encryption. By signing this Agreement, Customer represents and warrants to Bank that Customer's System satisfies this requirement. Bank is not responsible for any upkeep or maintenance required by such System or for any System upgrades which may become necessary due to upgrades to the Internet Site.
- c. A User ID and Password will be assigned to Customer in accordance with the Bank's security procedures. Customer is solely responsible for controlling and safeguarding the User ID and Password and will be required to change the initial Password when signing on to the Internet Site for the first time. Customer agrees to change its password

periodically. Bank may require Customer to change its password from time to time at Bank's sole discretion.

- d. Customer will be responsible for designating employees or affiliated persons ("Employees") who will be able to access Customer information through the Internet Site. Until the Digital Lock Box software includes a function allowing a Customer Administrator to assign User IDs and Passwords to Employees, User IDs and Passwords will be assigned to each Employee in accordance with the Bank's security procedures. All Employees with access to the Internet Site will be required by Customer to change User Passwords periodically. Bank may require Employees to change their User Passwords from time to time at Bank's sole discretion. Each Employee will be responsible for controlling and safeguarding the User ID and Password.
- e. Once the Digital Lock Box software includes a function allowing a Customer's Administrator to assign User IDs and Passwords, Customer's Administrator will provide the User ID and Password to each Employee designated. Each Employee shall continue to be responsible for controlling and safeguarding the User ID and Password. All Employees with access to the Internet Site will be required by Customer to change User Passwords periodically. Bank may require Employees to change *their* User Passwords from time to time at Bank's sole discretion.
- f. Customer is responsible for all use of the Internet Site accessed through any User ID and Password issued to Customer. Customer hereby authorizes all transactions entered into the Internet Site by Employees or any other person who accessed the Internet Site via any User ID and Password previously issued to Customer, unless access to such User ID and Password was improperly provided by or obtained from Bank.
- g. Customer agrees to promptly notify Bank upon discovery of the loss or theft of any User ID or User Password previously issued to Customer. Customer also agrees to notify Bank immediately if the Internet Site does not perform as anticipated or in accordance with this Agreement.

6. **Limitations of Liability:**

- a. **THE SERVICES PROVIDED ON THE INTERNET SITE ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND LACK OF VIRUSES OR OTHERWISE, OTHER THAN THOSE WARRANTIES OF SPECIFIC INTRUST PRODUCTS OR SERVICES TO WHICH INTRUST HAS EXPRESSLY AGREED. BANK DOES NOT WARRANT THAT THE INTERNET SITE WILL MEET SPECIFIC**

REQUIREMENTS OF CUSTOMER. BANK DOES NOT WARRANT THAT THE OPERATION OF THE INTERNET SITE WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM ANY OTHER PROGRAM LIMITATIONS.

- b. Except as required by applicable law, or express agreement, Bank specifically disclaims any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, punitive or special damages arising out of or in any way connected with Customer's use or inability to use the Internet Site, any loss of information or for errors and delays in imaging and display of deposited item for any reason, or for any claim by another party (even if Bank has been advised of the possibility of such damages).
- c. Notwithstanding any other provision of this Agreement, Bank shall have no responsibility for any damages arising directly or indirectly from any error; delay or failure to perform any obligation hereunder which is caused by fire, natural disaster, strike, civil unrest, terrorist activity, inoperable communications facilities or any other circumstance beyond the reasonable control of Bank.

7. Nondiscrimination:

The Bank shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit B.

7. Miscellaneous:

- a. This Agreement, Bank's Deposit Agreement and any other applicable rules or regulations, constitutes the complete and exclusive Agreement between the Customer and the Bank with respect to the Bank's lockbox service.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors or permitted assigns.
- c. Neither party shall assign this Agreement nor any of the rights or duties hereunder to any third party without the other party's consent.
- d. This Agreement may be amended at any time by Bank upon agreement by both parties.
- e. This Agreement may be terminated by either party by giving written notice of termination to the other. **Bank may unilaterally terminate this**

Agreement at any time Bank suspects any fraud or other illegal activity in Customer's accounts.

- f. In the event any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- g. The parties to this Agreement shall comply with all applicable federal and state statutes, laws, regulations or policies, all as may be amended or modified from time to time. This Agreement shall be construed in accordance with and governed by the laws of the state of Kansas.

City of Wichita

Intrust Bank, N.A.

By: _____

By:  _____

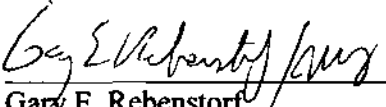
Title: _____
(must be a signer on the bank account to be credited)

Michael DeBroeck, CTP, AAP
Title: SVP Treasury Management Sales

"Customer"

"Bank"

Approved as to Form:



Gary E. Rebenstorff
Director of Law



EXHIBIT A
Lock Box Agreement

Customer:	<u>City of Wichita</u>	Bank Name:	<u>INTRUST Bank, NA</u>
Address	<u>455 N. Main, 12th Floor</u> <u>Wichita, KS 67202</u>	Address:	<u>105 N. Main</u> <u>Wichita, KS 67202</u>
Administrator	<u>Shawn Henning</u>	Contact	<u>Treasury Management</u>
Phone #:	<u>316-268-4444</u>	Phone #:	<u>888-964-6265</u>
Fax #:	<u>316-268-6273</u>	Fax #:	<u>316-383-5838</u>
E-Mail :	<u>shenning@wichita.gov</u>	Email Address:	<u>treasurymanagement@intrustbank.com</u>

Lock Box charges will be placed on analysis to account # 40768406

PO Box: TBD

One Time Setup Fee: N/A

Maintenance Fee: See attached City of Wichita RFP # FP130057/Intrust Proposal/Revised Attachment F Pricing Information dated 12/02/11

See attached City of Wichita RFP # FP130057/Intrust Proposal/Revised Attachment F Pricing Information dated 12/02/11

System User:

See attached City of Wichita RFP # FP130057/Intrust Proposal/Revised Attachment F Pricing Information dated 12/02/11

Users may be established as per attached list of system users referenced on Exhibit C as provided by the Director of Finance

Special Processing:

One Payee
One account of deposit
Standard endorsement
Discard envelopes

Corporate Payments

CID:

Checks will be deposited into account number: 40768406

Price per item: See attached City of Wichita RFP # FP130057/Intrust Proposal/Revised Attachment F Pricing Information dated 12/02/11

EXHIBIT A
Lock Box Agreement

Image Storage:

N/A

Data Capture Index Fields:

N/A

Return Original Items:

See attached City of Wichita RFP # FP130057/Intrust Proposal/Revised Attachment F Pricing Information dated 12/02/11

Special Instructions:

See attached City of Wichita RFP # FP130057/Intrust Proposal/Revised Attachment F Pricing Information dated 12/02/11


City of Wichita

By: _____

Title: _____
"Customer"

For INTRUST Bank's signature only

Intrust Bank, N.A.

By: 

Title: S.M.
"Bank"

APPROVED AS TO FORM THIS

2-8-12



Director of Law

INTRUST Bank
P.O. Box 1
Wichita, KS 67201-5001
Telephone 316 383-1234
www.intrustbank.com

December 2, 2011



City of Wichita, Purchasing Manager
Proposal #FP130057
12th Floor, 455 N Main
Wichita, KS 67202

Re: Fee Revisions

Dear Committee Members:

INTRUST Bank, N.A. submits this "Revision of Fees" to the original proposal submitted September 27, 2011 regarding lockbox services for the City of Wichita.

INTRUST offers the following fee adjustments:

Lock box processing cost per Retail item	\$.11
Lock box processing cost per Retail "keyed" item	\$.20
Lock box processing cost per Wholesale Item	\$.20

This reduction, based on the volumes provided by the City, provides \$6,825 in savings, or an 8% reduction annually.

WEB based Exception Repair & Image Archive

INTRUST is committed to implement the upgrade to the Lockbox processing platform that will provide an online "Exception Repair" workflow for the City to correct exception items and release those items to be processed as Retail items.

This upgrade will also provide access the All items via the WEB for research purposes. The archive is designed for short term access to resolve exceptions, and would be used in conjunction with CD-ROM image delivery.

WEB based Exception Repair & Image Archive

Per all items

6 months storage online	No Charge
2 years storage online	No Charge

Items that would have previously been identified as "Exceptions" and processed "Wholesale" would now be processed as "Retail" providing additional cost savings.

Address Change Review

INTRUST has determined that we can review the Back of your payment coupons to detect any Address Changes and include these items in reporting back to you.

INTRUST believes these price reductions convey our desire to provide Lockbox services to the City of Wichita, we appreciate your consideration and welcome further discussions. Please feel free to contact me with any questions, 316.383.1465.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael DeBroeck", with a long horizontal flourish extending to the right.

Michael DeBroeck, CTP, AAP
Senior Vice President, Treasury Management
INTRUST Bank, N.A.

ATTACHMENT F
Pricing Information
Revised 12/2/11

ITEM/SERVICE	ESTIMATED ANNUAL QUANTITIES	UNIT COST	EXTENDED COST
Lock box processing cost per Retail Item** (reference Page 5.A.12.)	585,000	\$0.110	\$64,350.00
Lock box processing cost per Retail "keyed" item		\$0.200	\$0.00
Lock box processing cost per Wholesale Item (reference Page 5.A.13)	65,000	\$0.200	\$13,000.00
Deposited Item Fee	650,000	\$0.044	\$28,600.00
Deposits/Credits Fee	260	\$0.20	\$52.00
Check/Debits Fee	100	\$0.15	\$15.00
Return Check Fee	500	\$1.00	\$500.00
Re-clear Check Fees	1,000	\$1.00	\$1,000.00
ACH Return Debits	450	\$1.00	\$450.00
Account Maintenance Charge	12	\$10.00	\$120.00
Wire Transfer Fees to main operating account	250	\$6.00	\$1,500.00
Balance Reporting Fees	12	\$6.00	\$72.00
Imaging Fees for daily access	650,000	See image storage options & fees below	
Retaining image and image metadata for 7 years	1	See image storage options & fees below	
Caller Services annual fee by the US Post Office	1	\$1,080.00	\$1,080.00
PO Box Fee	1		\$0.00
Courier Services (daily pick up of Express Mail)	1	\$500.00	\$500.00
Other			\$0.00
Other			\$0.00
GRAND TOTAL			\$111,239.00

Image Storage options & Fees

Off Image files either indexed or non-indexed
CD-ROM Image delivery

No Charge
No Charge

WEB based Exception Repair & Image Archive
Per all Items

6 months storage online
2 years storage online

No Charge
No Charge

City of Wichita
City Council Meeting
February 28, 2012

To: Mayor and City Council

Subject: Child Care Licensing Grant Application (All Districts)

Initiated By: Department of Public Works & Utilities

Agenda: Consent

Recommendation: Authorize the Child Care grant application for State Fiscal Year (SFY) 2013.

Background: Environmental Health conducts surveys of childcare facilities and provides education for child care providers within Sedgwick County on behalf of the Kansas Department of Health and Environment (KDHE). KDHE provides an annual grant to fund these activities, and has solicited the Division of Environmental Health's application for SFY 2013 (July 1, 2012 through June 30, 2013.)

Analysis: The City has conducted childcare licensing and education services in excess of forty years, providing a local point of contact for citizens and providers. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and the Office of Central Inspection. Environmental Health staff members enforce City ordinances and state regulations, and utilize state enforcement mechanisms, as appropriate.

Financial Consideration: The grant request for SFY 2013 totals \$424,120. The City's General fund will provide support in the amount of \$145,288 for the grant term. The General Fund contribution is partially offset by inspection fees, which in 2011 totaled \$115,131 in collected revenue. Grant funding and locally generated fees are projected to offset 95% of the total program cost of \$569,408.

Goal Impact: This grant application addresses the Safe and Secure Community goal by protecting the health, safety and welfare of children via surveys and regulation of childcare facilities.

Legal Consideration: The grant application has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended the City Council approve the grant application and authorize the necessary signatures.

Attachment: KDHE grant application and required attachments.

To view the full contents of this document, you need a later version of the PDF viewer. You can upgrade to the latest version of Adobe Reader from www.adobe.com/products/acrobat/readstep2.html

For further support, go to www.adobe.com/support/products/acrreader.html

To view the full contents of this document, you need a later version of the PDF viewer. You can upgrade to the latest version of Adobe Reader from www.adobe.com/products/acrobat/readstep2.html

For further support, go to www.adobe.com/support/products/acrreader.html

**City of Wichita
City Council Meeting
February 28, 2012**

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Grant for Funding Flexibility to Cover Fuel Costs (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. Transit staff held a public hearing on February 27, 2012, with no adverse comments. Under the provisions of the FY 2012 Appropriations Act, the FTA may treat fuel costs for vehicle operations, including utility costs for the propulsion of vehicles, as a capital maintenance item for grants made in FY 2012 under the Urbanized Area Formula Program (Section 5307). However, the Act also caps the amount that may be used under this new authority by all grantees collectively at \$100 million. This new initiative does not provide grantees with extra dollars for these expenses over and above their usual apportionment. Rather, it will provide grantees with additional flexibility in how they may use their usual apportionments in 2012. FTA will be required to cap the level of flexibility that each participating grantee may use to ensure that the aggregate utilization nationwide does not exceed \$100 million. Treatment of these costs as capital maintenance items means that they may be eligible for reimbursement under this new authority at an 80/20 matching rate.

Analysis: The proposed resolution authorizes the filing of application for the following funding:

§ Capital Maintenance - \$250,000

If every grantee requested funding flexibility, approximately 2.2% of each grantees apportionment would be for fuel costs. Wichita's 2012 apportionment is expected to be \$5,160,760, of which \$113,536 is 2.2%. Wichita Transit will apply for \$200,000 to be prepared if additional funds above the 2.2% are available.

Financial Consideration: The total grant request is \$250,000. The federal share is \$200,000, and the local match is \$50,000. The local matching portion will be city funds that are already used to pay for fuel. The City will only be responsible for 20% of fuel costs for the amount awarded, saving the City 80%.

Goal Impact: Funding from this grant will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the resolutions as to form.

Recommendation/Actions: Staff recommends the City Council approve the resolutions and authorize the necessary signatures.

Attachments: Resolutions

RESOLUTION NO. 12-048

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2012 SECTION 5307 FUNDING FLEXIBILITY

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for funding flexibility; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Funding Flexibility: Fuel Costs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on February 28, 2012.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk, MMC

(seal)

Approved as to form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
February 28, 2012

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: The City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. A list of weapons being destroyed has been provided (attached), and includes Exhibit A – 26 long guns and 58 handguns. The destruction of the weapons will be witnessed and monitored by staff.

Financial Considerations: There are no financial considerations.

Goal Impact: The destruction of seized weapons furthers the goal of Safe and Secure Neighborhoods by permanently removing these weapons from the streets of Wichita.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be destroyed.

JANUARY 2012 HAND GUN LIST

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	97C72189	GLOCK	17	AUA624	9	PI
2	08C51265	RG IND	RG14	L732080	22	PR
3	08C58462	DAVIS IND	P380	AP090646	380	PI
4	08C57147	BRYCO ARMS	JENNINGSJ22CA	1115593	22	PI
5	08C56231	HAWES	WESTERN SIX SHOOTER	78938	22	PR
6	08C54973	STALLARD ARMS	JS9MM	088203	9	PI
7	08C53521	GALESI BRESCIA	XXIII	439346	6.35	PI
8	08C53521	HIPOINT	C9	P218398	9	PI
9	08C55659	H&R	732	AF16919	32	PR
10	08C52844	RUGER	SECURITY SIX		357	PR
11	08C58004	RAVEN ARMS	MP25	719218	25	PI
12	08C52115	JENNINGS	BRYCO59	796476	9	PI
13	08C55285	HIGH STANDARD	R100	535539	22	PR
14	08C51838	JIMENEZ ARMS	JA NINE	070708	9	PI
15	08C52885	SMITH & WESSON	66-3	BFT1209	357	PR
16	08C58813	GLOCK	22	BHG002US	40	PI
17	08C52562	SMITH & WESSON		K312113	38	PR
18	08C66033	CHARTER ARMS	OFF DUTY	1093967	38	PR
19	08C62049	GLOCK	23	APK838US	40	PI
20	08C67227	TAURUS	1449605	VB75077	357	PR
21	08C64339	RUGER	P97DC	66310140	45	PI
22	08C62615	ROSSI	68	D452860	38	PR
23	08C61726			3984		PI
24	08C62454	WALTHER	PPK	229262P	22	PI
25	08C63557	JIMENEZ ARMS	JA 380	034105	380	PI
26	08C67602	BRYCO ARMS	48	047663	380	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	08C62454	DAVIS IND	D22	572951	22	PD
28	08C61472	RG	RG23	251678	22	PR
29	08C67603	GLOCK	27	EPU414US	40	PI
30	08C65540	RUGER	MKII	1986021	22	PI
31	08C59686	BRYCO	JENNINGS NINE	1411167	9	PI
32	08C60261	RG	RG14	L634253	22	PR
33	08C65464	SPRINGFIELD ARMORY	1911A1		45	PI
34	08C63001	HI POINT	JHP	X492845	45	PI
35	08C60261	RG	RG14	L734572	22	PR
36	08C67498	HI POINT	JHP	X471299	45	PI
37	08C64339	RG	RG14	L702266	22	PR
38	08C60261	TITAN		D813538	25	PI
39	08C64034	DAVIS IND	P32	P092926	32	PI
40	08C65659	DAVIS IND	P380	AP050683	380	PI
41	08C61818	SMITH & WESSON	SW9F	PAC3199	9	PI
42	08C63918		380	J60747	380	PI
43	01C15333	SMITH & WESSON	36	304290	38	PR
44	01C15333	SMITH & WESSON		38580	45	PR
45	01C14890	SMITH & WESSON	39-2	A634224	9	PI
46	01C94699	CHARTER ARMS	UNDERCOVER	303461	38	PR
47	01C99433	RUGER	P24	30838049	9	PI
48	01C3991	RUGER	SECURITY-SIX	15413597	357	PR
49	01C56794	FRATELLI TANFOGLIO	E15	TC38504	22	PR
50	01C106222	RUGER	P95DC	31350133	9	PI
51	01C61720	JENNINGS	JENNINGS J-22	308560	22	PI
52	01C59354	RUGER	COMPETITIO	22211124	22	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	01C60905	BERETTA	950	74432CC	22	PI
54	01C106183	ROHM	RG38	0167318	38	PR
55	01C104344	DAVIS IND	P380	AP390172	380	PI
56	01C55623	RUGER	P94	30848535	9	PI
57	01C18647	BRYCO	BRYCO 59	894282	9	PI
58	11C77494	DAVIS IND	P380	AP124711	380	PI
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JAN 2012 LONG GUNS TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	08C53969	UNK RIFLE BARREL				
2	08C53969	SAVAGE ARMS RIFLE BARREL	STEVENS 59B		410	RB
3	08C58681	SKS	NORINCO	1954	7.62	RI
4	11C86460	NEW ENGLAND	PARDNER SBI	NG399549	12	SS
5	08C58681	MOSSBERG	195KA		12	SB
6	08C53882	MOSSBERG	500AT	H750566	12	SP
7	08C67422	H & R	088	AZ486886	410	SS
8	08C57520	SEARS	JC HIGGINS 20		12	SP
9	08C53882	MARLIN	30AS	13075944	30/30	RL
10	08C63812	WINCHESTER	1300	L2384172	12	SP
11	11C86460	NEW ENGLAND	PARDNER	NW233942	12	SS
12	08C63918	NORINCO	MAK-90 SPORTER	9334196	7.62	RI
13	11C86460	NEW ENGLAND	PARDNER	NW262762	12	SS
14	08C64875	SAVAGE ARMS	67 SERIES D	B263357	12	SP
15	08C60074	WESTERNFIELD	M559ABD	H103991	12	SP
16	01C45397	REMINGTON	870	V210009V	12	SP
17	08C64875	REMINGTON	660-1	EXX	22	RI
18	01C64188	WINCHESTER	190	B1164192	22	RI
19	01C108071	MARLIN	25	16705323	22	RB
20	01C21878	MARLIN	GLENFIELD 20		22	RB
21	01C92024	MARLIN	336	W32549	30-30	RI
22	01C56794	JC HIGGINS	58315		20	SB
23	01C108071	REMINGTON	870	W046224V	12	SP
24	01C63053	STEVENS	9413		12	SS
25	01C108432	STEVENS	H32064		16	SE
26	01C62831	NEW ENGLAND	PARDNER	NR200659	12	SS

City of Wichita
City Council Meeting
February 28, 2012

TO: Mayor and City Council

SUBJECT: Brooks Landfill Construction and Demolition Contract Amendment

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: 30 day extension to the terms of the existing contract with Herzog Environmental (Herzog) to operate the Brooks Construction & Demolition (C&D) Landfill.

Background: The City of Wichita has operated the Brooks C&D Landfill located at 4100 North West Street, with Herzog being the contractor since 2001. The landfill is permitted by the Kansas Department of Health and Environment to receive C&D waste and friable asbestos. C&D waste includes excess material produced during new construction, renovation, and demolition of buildings and structures, such as bricks, concrete, wood, brush, roofing materials, wall and floor coverings, and drywall. City generated waste includes street sweepings, tree trimmings and C&D debris. The landfill and disposal costs are fully funded with the tipping fees. The current tipping fee is \$29 per ton, with \$13 retained by Herzog, and \$16 retained by the City and \$1 paid to the State of Kansas. Limited landfill capacity and ongoing disposal needs of the City provide necessary cause for the City to study the feasibility and scope of ongoing and future C&D landfill operations.

Analysis: The amended contract with Herzog would become effective upon approval. Staff is requesting a 30 day extension of the contract under the same terms and conditions to allow continued operations through May 11, 2012. The 30 day extension with Herzog allows for additional C&D landfill operational planning.

Financial Considerations: Extending the current contract will ensure current operations remain static for a period of 30 days. Waste disposal revenues will continue to be collected at the contract rate.

Goal Impact: This project supports the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the contract amendment as to form.

Recommendation/Action: It is recommended that the City Council approve the contract amendment, extend the current contract expiration to May 11, 2012 and authorize the necessary signatures.

Attachment: Contract Amendment

CONTRACT AMENDMENT – BP300125

THIS CONTRACT AMENDMENT is entered into this _____ day of _____ by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called “**CITY**”, and **Herzog Environmental**, hereinafter called “**CONTRACTOR**”.

WITNESSETH THAT:

WHEREAS, on the 6th day of June, 2001, the above-named parties entered into a contract which stipulated that the Contractor will pay the **City of Wichita** \$9.00 per ton for each ton of waste received at Brooks Construction and Demolition Landfill other than waste received from the City of Wichita, that is as per the bid **BP300125** and specifications on June 6, 2001; and subsequently amended on the 20th day of January, 2005 and 18th day of October, 2011. The current Contract states that \$12.00 of the \$29.00 per ton tipping fee is retained by the **CONTRACTOR** operating the facility.

WHEREAS, the specifications for the bid **BP300125** specified the terms of the contract were to be fulfilled until October 10, 2006 and with one additional five year extension period granted, which ended on October 10, 2011, with a short term extension to April 10, 2012;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 6th day of June, 2001, with subsequent amendments, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change.

Extend the terms of this Contract until May 11, 2012.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Representative’s Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Karen Sublett
City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

HERZOG ENVIRONMENTAL

Gary E. Rebenstorf
Director of Law

Signature

Print Signature Name

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants

will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
February 28, 2012

TO: Mayor and City Council Members

SUBJECT: Agreement for Impound Services Contract between City of Wichita and Wichita Impound LLC

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the agreement for Impound Services Contract between City of Wichita and Wichita Impound LLC.

Background: On August 24, 2010, a Request for Proposal (RFP) was sent out for the purpose of obtaining a towing service and an on-line auction service to handle all *Police initiated impounds*. The goals of the RFP were to enhance customer service by utilizing one lot for citizens to pick up their vehicle and to reduce Police Department staffing requirements for the release and sale of these vehicles. During this process, three proposals were received. Upon review of the proposals by the staff screening selection committee, Wichita Impound LLC was selected and negotiations began in late 2010. The parties were unable to reach a mutual agreement regarding the terms of a contract for towing and storage of impounded vehicles. As a result, negotiations began with an alternate bidder and a potential solution was reached with PropertyRoom.com and Copart Inc. This proposal came before City Council at the December 20, 2011 meeting. Council directed staff to reconvene negotiations with Wichita LLC to try and reach an agreement. These renegotiations occurred and a more amicable solution was reached regarding impound operations. These issues were covered at the February 14, 2012 Council meeting as unfinished business. Council gave a approval to draft the contract which has been accomplished.

Analysis: The proposed change would include a contracted agreement between the City of Wichita and Wichita Impound LLC to provide towing, and release/sale of impounded vehicles within the City.

By changing the impound tow process and entering into a contract with Wichita Impound LLC the City of Wichita would enhance customer service and accountability by:

- Stabilizing tow fees to the citizens that are being affected by these tows.
- Maintaining consistency regarding the overall process of towing, impounding and releasing of vehicles.
- Initiating the process of on-line vehicle auctions.
- Increasing the level of “care and custody” of citizens’ vehicles and personal property by means of photographs, thereby reducing the number of damage and theft claims.

The proposed contract with Wichita Impound LLC will be for the term of one year with a multi-year option for extension if both parties concur.

Financial Considerations: Under the current negotiations, Wichita Impound LLC has agreed to pay the City of Wichita 87.5% of impounded vehicle auction proceeds after recovering tow fees, mileage, and a maximum of \$225 in storage fees. In addition, the City would receive a \$20 administrative fee on all impounded vehicles claimed by owners to help recover staff time and citizen notification processes that occur when cars are impounded.

Goal Impact: The ordinances and contract will provide for Safe and Secure community by streamlining and improving the impound process.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the proposed contract between the City of Wichita and Wichita Impound LLC.

Attachments: Agreement for Impound Services Contract.

Second Reading Ordinances for February 28, 2012 (first read on February 14, 2012)

- A. Ordinance amending Section 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.130, 3.49.140 and 3.49.160 of the Code of the City of Wichita, Kansas, pertaining to Wrecker Services and repealing the originals of Section 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150, 3.49.160, 3.49.170, 3.49.180, 3.49.220 and 3.49.230 and authorizing Purchasing Manager to negotiate one year contract between City of Wichita and Wichita Impound LLC**

ORDINANCE NO. 49-207

An ordinance amending sections 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.130, 3.49.140, and 3.49.160 of the code of the City of Wichita, Kansas, creating section 3.49.125 of the code of the City of Wichita, Kansas, all pertaining to wrecker services and repealing the originals of sections 3.49.010, 3.49.020, 3.49.030, 3.49.040, 3.49.070, 3.49.080, 3.49.090, 3.49.100, 3.49.110, 3.49.120, 3.49.130, 3.49.140, 3.49.150, 3.49.160, 3.49.170, 3.49.180, 3.49.220 and 3.49.230.

- B. Public Hearing to Consider Request for De-Annexation of Land**

ORDINANCE NO. 49-213

An ordinance excluding certain parcels, pieces and tracts of land from the limits and boundaries of the City of Wichita.

- C. Facilitating New Home Ownership in the City of Wichita.**

ORDINANCE NO. 49-214

An ordinance of the city of Wichita, Kansas (the “city”), authorizing a program for rebates to homeowners of the city portion of ad valorem property taxes paid on qualifying new homes in qualifying developments for a period of up to five years, subject to certain limitations, conditions and restrictions; authorizing staff to prepare appropriate application forms and agreements to be executed between the city and homeowners participating in the program; and, authorizing the city manager to execute such agreements on behalf of the city.

D. 135th Street West, between 13th and 21st. (District V)

ORDINANCE NO. 49-212

An ordinance amending Ordinance No. 48-996 of the city of Wichita, Kansas declaring 135th Street West, between 13th Street and 21st Street (472-84925) to be a main trafficway within the city of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

E. ZON2011-00028 – City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”); generally located south of Mt. Vernon Road on the west side of Oliver Avenue (2033 S. Oliver). (District III)

ORDINANCE NO. 49-215

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

F. Nuisance Abatement Assessments (All Districts)

ORDINANCE NO. 49-211

An ordinance making a special assessment to pay for the cost of cutting weeds in the City of Wichita, Kansas.

G. 2012 Street Rehabilitation Program (Districts I, II and III)

ORDINANCE NO. 49-210

An ordinance declaring grove, between Lincoln and Douglas, and K-15 highway, between the I-135 freeway and the Kansas turnpike (2012 Street Rehabilitation Program) (472-85041) to be main trafficways within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficways; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

City of Wichita
City Council Meeting
February 28, 2012

TO: Mayor and City Council

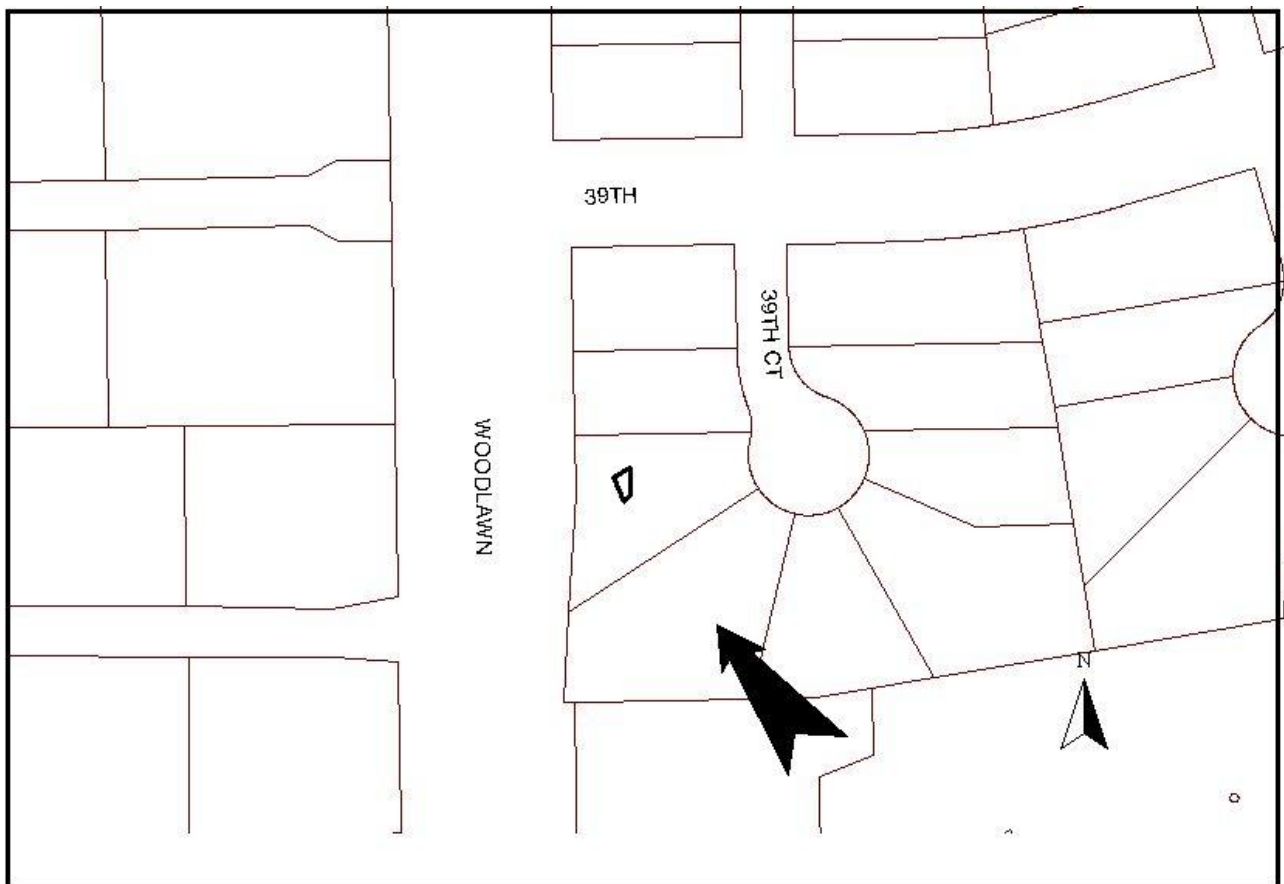
SUBJECT: VAC2011-00026 – Request to vacate a portion of a platted setback generally located on the east side of Woodlawn Boulevard, south of 39th Street North, on the west side of 39th Street North Court (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request



Background: The applicant proposes to vacate the east 7 feet of the platted 30-foot rear yard setback on the MF-18 Multi-family Residential (“MF-18”) zoned Lot 3, Block 1, Northbrook Meadow 2nd Addition. The applicant is requesting a reduction of the rear yard setback to 23 feet. The request does not exceed the Unified Zoning Code’s (UZC) MF-18 zoning district’s minimum 20-foot rear yard setback. The site is also located within Community Unit Plan (CUP) DP-119, the Northfork CUP. Per the UZC, the MAPC or the Governing Body may modify or waive the setback requirements as part of an amendment of the CUP, as directed in Art.III, Sec.III-2(d) of the UZC. The MAPC approved the amendment to the setback, CUP2011-00046, at their January 5, 2012 meeting. There were no protest to CUP2011-00046; therefore the MAPC’s recommendation was final. There are no utilities located within the described setback. The Northbrook Meadow 2nd Addition was recorded with the Register of Deeds December 26, 1990.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All recommended improvements shall be to City standards and at the applicant’s expense.

Goal Impact: The MAPC’s recommendation supports the City’s goal to ensure Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission to approve the Vacation Order and authorize the necessary signatures.

Attachments: None

City of Wichita
City Council Meeting
February 28, 2012

TO: Mayor and City Council

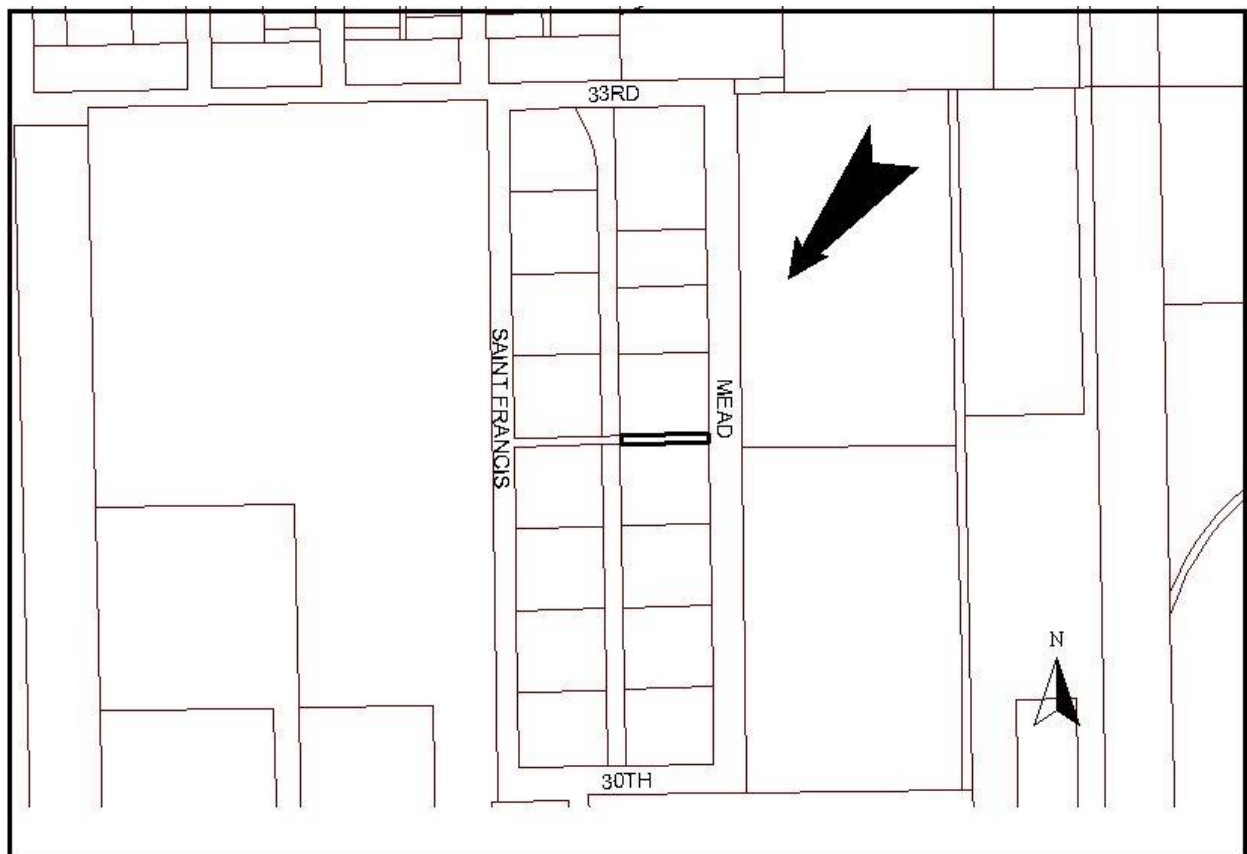
SUBJECT: VAC2011-00030 – Request to vacate a portion of a platted alley generally located east of Broadway Avenue, south of 33rd Street North, on the west side of Mead Avenue (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request



Background: The applicant is requesting the vacation of the east portion of the platted 20-foot wide alley abutting the west side of the Mead Avenue street right-of-way (ROW), the south side of Lot 7, the north side of Lot 9, and the east side of a platted Railroad right-of-way, all in Block A, all in the Santa Fe Industrial District Addition. There are no manholes, stormwater, water or sewer lines/utilities in the alley. Westar has utilities located within the alley. A railroad track separates the east (subject) half of the alley from the west half; Lots 16 & 17 of the Santa Fe Industrial Addition are designated as railroad ROW. There is no crossing over the railroad track. Neither the east (subject) nor west sides of the alley are developed. There are no curb cuts in Mead to the alley. The Santa Fe Industrial District Addition was recorded with the Register of Deeds February 1, 1957.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All recommended improvements shall be to City standards and at the applicant's expense.

Goal Impact: The MAPC's recommendation supports the City's goal to ensure Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, restrictive covenants and a dedication by separate instrument of a drainage and utility easement. A certified copy of the Vacation Order, restrictive covenants and a dedication by separate instrument of a drainage and utility easement will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission to approve the Vacation Order and authorize the necessary signatures.

Attachments: Two restrictive covenants and a dedication by separate instrument of a drainage and utility easement.

City of Wichita
City Council Meeting
February 28, 2012

TO: Mayor and City Council

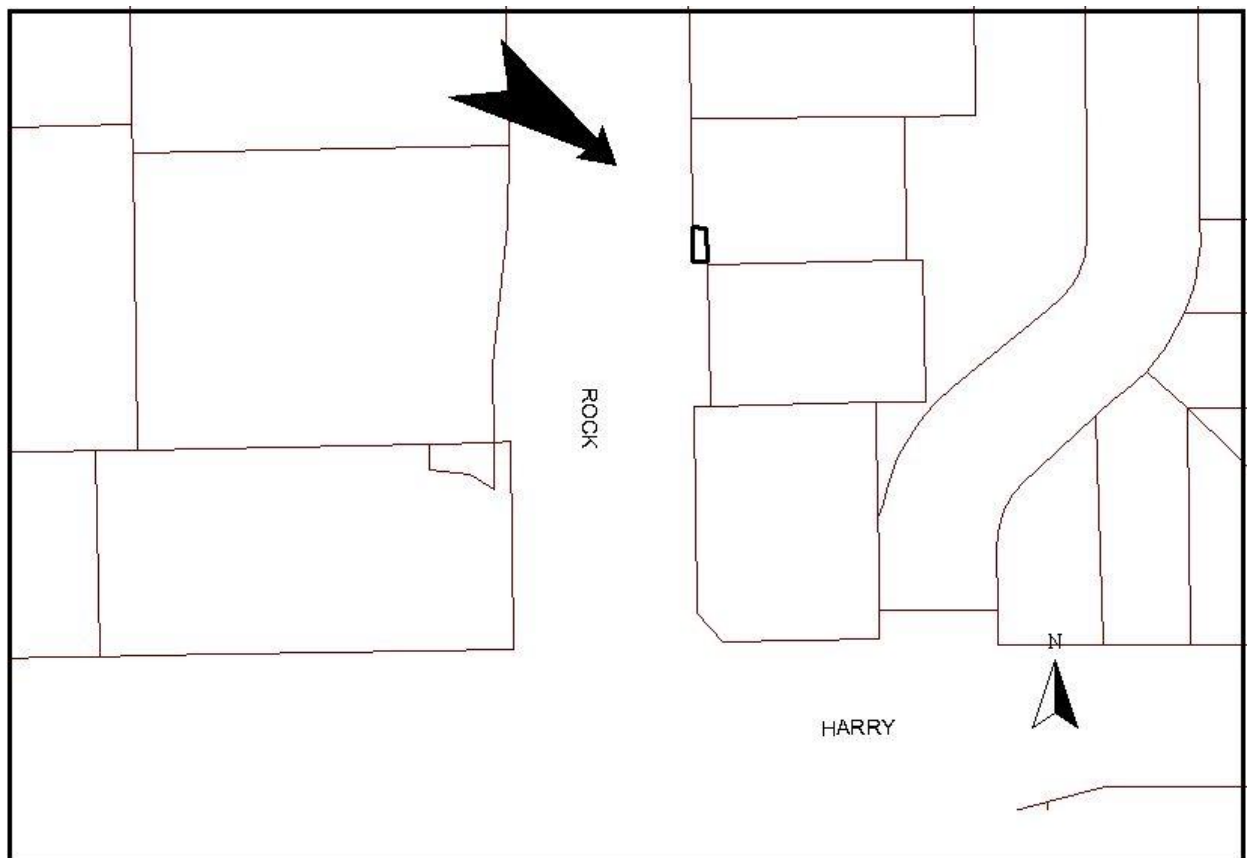
SUBJECT: VAC2011-00031 – Request to vacate a portion of a platted complete access control generally located north of Harry Street, on the east side of Rock Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request



Background: The applicant's request would allow the existing drive onto Lot 5, the Triple J Addition, from Rock Road to remain in place. The vacation request corrects an oversight, as the drive appears to have been in place since the 1970s. Public and franchise utilities would not be impacted by the request, as the existing drive is not moving. The fast food restaurant located on the subject site was built in 1974 and the Triple J Addition was recorded with the Register of Deeds November 1, 1973.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All recommended improvements shall be to City standards and at the applicant's expense.

Goal Impact: The MAPC's recommendation supports the City's goal to ensure Efficient Infrastructure.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission to approve the Vacation Order and authorize the necessary signatures.

Attachments: None

City of Wichita
City Council Meeting
February 28, 2012

TO: Wichita Airport Authority

SUBJECT: Hawker Beechcraft Services – Supplemental Agreement No. 1
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Since October 1988, the Wichita Airport Authority (WAA) has had an agreement with Hawker Beechcraft Services (Hawker) to lease facilities for aircraft sales and maintenance operations on Mid-Continent Airport. The term of the agreement is through January 31, 2015 and includes one ten-year renewal option.

Analysis: In 2011, the WAA approved capital improvements to the 2100 block of Airport Road. This plan included removing a small portion of land from Hawker's leasehold in order to extend Airport Road. Therefore, it is necessary to amend the Agreement to reduce Hawker's leasehold by 10,583 sq. ft.

Financial Considerations: The deduction of 10,583 sq. ft. to Hawker's leasehold will result in a decrease of \$299 of annual revenue to the WAA.

Goal Impact: The Airport's contribution to the Economic Vitality and Quality of Life of Wichita is promoted through providing infrastructure improvements and negotiating agreements which allow the Airport System's business partners to continue operations on the Airport, which generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 5

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY

AND

HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, CORPORATION

Land and Improvements
2190 Airport Road
Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT No. 5, made and entered into this 28th of February, 2012, by and between the Wichita Airport Authority, hereinafter referred to as "Lessor", and HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, CORPORATION, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Agreement dated October 17, 1988 for use of the facility located at 2190 Airport Road for aviation-related purposes in connection with its business of operating a fixed base operation; and,

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated October 15, 1990; Supplemental Agreement No. 2 dated June 3, 1996; Supplemental Agreement No. 3 dated June 7, 1996; and Supplemental Agreement No. 4 dated January 24, 2006; and

WHEREAS, the Lessor and Lessee are now desirous of entering into this Supplemental Agreement No. 5 for the purpose of modifying the leasehold land area.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. Exhibit A

Exhibit A, dated October 10, 1990, of Supplemental Agreement No. 1 shall be replaced by the attached Exhibit "A".

2. Rental

Section 2 of Supplemental Agreement 4, is hereby modified to replace the following for Land Rental:

Land Rental – 288,682 sq. ft. (10,583 sq. ft. removed from prior leasehold for general airport infrastructure).

LAND RENTAL					
2190 Airport Road – 288,682 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
10/01/2011	-	04/30/2012	.3388	57,053.22	8150.46
05/01/2012	-	04/30/2013	.3557	102,684.19	8557.02
05/01/2013	-	04/30/2014	.3735	107,822.73	8985.23
05/01/2014	-	04/30/2015	.3922	113,221.08	9435.09

3. Other Terms

It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

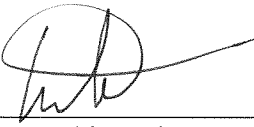
IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS


By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"


By  _____
Victor D. White, Director of Airports

ATTEST:

HAWKER BEECHCRAFT GLOBAL
CUSTOMER SUPPORT, CORPORATION

By  _____

By  _____
"LESSEE"

APPROVED AS TO FORM:  _____ Date: 2-6-12
Director of Law

A7

A8

LEGEND

----- LEASE HOLD BOUNDARY

2190 AIRPORT ROAD LEASE

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/20/12	H.G.O.	1" = 150'	1 of 1

**City of Wichita
City Council Meeting
February 28, 2012**

TO: Wichita Airport Authority

SUBJECT: Airline Use Agreements – Supplemental Agreements
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreements.

Background: The Wichita Airport Authority (WAA) has a uniform lease and use agreement with the six commercial passenger airlines serving Wichita Mid-Continent Airport. Supplemental Agreements are included for the following airlines: AirTran Airways, Inc.; American Airlines, Inc.; Continental Airlines, Inc.; Delta Air Lines, Inc.; Frontier Airlines, Inc.; and United Air Lines, Inc. The term of the current agreement is through December 31, 2011.

Analysis: It is the normal practice of the WAA to enter into contractual agreements with the passenger-carrying airlines serving Wichita Mid-Continent Airport in order to establish a business relationship and a basis for rentals, fees, and charges. It is now necessary to renew that agreement, effective January 1, 2012 and have the agreement extended for one year through December 31, 2012.

Financial Considerations: Under the existing contract methodology, passenger-carrying airlines serving Wichita Mid-Continent Airport will pay a proportionate share of the maintenance, operation, and debt service associated with the airfield and terminal building. The ensuing rates and charges are determined pursuant to U.S. Department of Transportation Policy, Federal Code, U. S. Supreme Court rulings, and negotiations with the airlines. The estimated annual revenue for 2012 from these agreements is approximately \$4.6 million, which is an increase of one percent compared to the previous year.

Goal Impact: The Airport's contribution to the Economic Vitality and Quality of Life of Wichita is promoted through extending agreements in cooperation with the airlines, thereby continuing airline operations and service in Wichita.

Legal Considerations: The Supplemental Agreements have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the Supplemental Agreements, and authorize the necessary signatures.

Attachments: AirTran Airways, Inc. - Supplemental Agreement No. 9
American Airlines, Inc. - Supplemental Agreement No. 10
Continental Airlines, Inc. - Supplemental Agreement No. 3
Delta Air Lines, Inc. - Supplemental Agreement No. 3
Frontier Airlines, Inc. - Supplemental Agreement No. 6
United Air Lines, Inc. - Supplemental Agreement No. 10

SUPPLEMENTAL AGREEMENT NO. 9
AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

AIRTRAN AIRWAYS, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 9, dated February 28, 2012 is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and AIRTRAN AIRWAYS, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated May 7, 2002, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 7, 2002, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; and Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 3 dated December 21, 2004, for the purpose of extending the term of the Agreement and modifying the exhibits, Supplemental Agreement No. 4 dated January 9, 2007 which extended the term of the Agreement, addressed the relocation of the leased premises and modified the exhibits; Supplemental Agreement No. 5 dated December 11, 2007 which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 6 dated January 13, 2009, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 7 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 8 dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 9 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this extension shall be for a period of one year, commencing January 1, 2012 and ending December 31, 2012, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibits “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

AIRTRAN AIRWAYS, INC.

By _____

By _____
"Airline"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

Types of Space	Location/Function	Weighted Value
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
Sub-Total	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2012 to December 31, 2012, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$46.71
2	Holdrooms; Concourses; Bag Claim	\$42.04
3	Offices; VIP/Club Space	\$37.37
4	Bag Make-Up; Operations Space, Elevators	\$32.70
5	Inbound Bag; Tug Lane, Stairwells	\$23.36

These rates are based upon an average Signatory Airline Terminal rental rate of \$36.76 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.64 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. Direct Cost Centers.

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and aviation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	22.0%
Terminal (02)	52.0
Other Airline (03)	5.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	2.0
Government (07)	13.0
Jabara (08)	<u>0.0</u>
	100.0%

<p style="text-align: center;">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2012 Budget</p>
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See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2012 Average Terminal Rental Rate	Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 3,099,742	\$ 1,411,926	\$ 3,030,664
1.B	Indirect Operation and Maintenance Expenses	2,265,884	1,333,001	2,199,146	1,301,674
	Subtotal O & M Expenses	3,690,881	4,432,743	3,611,072	4,332,338
1.C	Debt Service	55,558	161,482	39,813	161,211
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,746,440	4,594,225	3,650,885	4,493,549
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(135,000)		(123,200)	
1.G	Less: Other Landing Fees	(530,113)		(546,086)	
1.G	Less: Other Airfield Offsets	(602,402)		(593,134)	
	Adjusted Requirement	\$ 2,478,925	\$ 4,594,225	\$ 2,388,465	\$ 4,493,549
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 36.76		\$ 35.96
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770		943,460	
1.J	Landing Fees Rate	\$ 2.64		\$ 2.53	

Differential Terminal Rates

2012 Budget

	<u>Budget 2012</u>	<u>Budget 2011</u>
Average Terminal Rental Rate	\$ 36.76	\$ 35.96
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,178,960.17	\$ 3,109,297.97
Relative Space	68,050.40	68,050.40
Premium	\$ 46.71	\$ 45.69
Type 1 Rate	\$ 46.71	\$ 45.69
Type 2 Rate	\$ 42.04	\$ 41.12
Type 3 Rate	\$ 37.37	\$ 36.55
Type 4 Rate	\$ 32.70	\$ 31.98
Type 5 Rate	\$ 23.36	\$ 22.85

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,407,396	\$ 1,411,926	\$ 1,424,998
Terminal	2,835,753	3,030,664	3,099,742
Other Airline	100,377	99,266	99,756
Ground Transportation	251,634	211,981	231,118
General Aviation	66,155	65,404	69,246
Commercial & Other Aviation	81,627	56,329	76,395
Government	257,505	200,983	221,884
Jabara	125,416	220,194	201,529
Subtotal Direct	5,125,862	5,296,747	5,424,668
Indirect O&M Expenses			
Administration	1,512,564	1,561,904	1,553,464
Building Maintenance	262,148	262,046	269,848
Field Maintenance	758,183	792,963	858,193
Custodial	220,481	161,282	179,589
Engineering	572,071	633,899	644,936
Safety	1,836,523	1,861,302	1,904,035
Systems & Services	209,595	137,608	145,618
Subtotal Indirect	5,371,566	5,411,004	5,555,683
Total O&M Expenses	\$ 10,497,428	\$ 10,707,751	\$ 10,980,351

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 31,289	\$ 27,986
Terminal	126,220	96,174	64,844
Other Airline	41,333	-	519,752
Ground Transportation	347,976	221,400	435,477
General Aviation	38,164	4,911	4,911
Commercial & Other Aviation	70,584	65,956	96,701
Government	63,401	-	198,729
Jabara	78,158	17,054	119,265
Subtotal Direct	849,672	436,784	1,467,664
Indirect Debt Service			
Administration	29,287	20,703	100,168
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	-	-
Custodial	-	-	-
Engineering	-	-	12,625
Safety	25,347	6,261	6,261
Systems & Services	147,281	-	-
Unassigned	53,421	20,022	96,960
Subtotal Indirect	359,801	123,624	292,651
Total Debt Service	\$ 1,209,473	\$ 560,408	\$ 1,760,315

Exhibit G-3Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,388,465	\$ 2,478,925
Nonsignatory Airline Landing Fees	40,396	42,347	53,688
Cargo Airline Landing Fees	503,822	503,738	476,425
Signatory Airline Apron Fees	148,666	123,200	135,000
Aviation Fuel Flowage Fees	552,888	561,526	567,002
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	31,608	35,400
Subtotal Airfield	3,667,743	3,650,885	3,746,440
Terminal			
Rentals - Airlines	1,993,326	2,017,788	1,980,539
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	1,041,661	1,099,876
Subtotal Terminal	3,036,750	3,059,449	3,080,416
Other Airline	448,178	383,427	539,150
Ground Transportation	5,762,898	6,154,894	6,243,165
General Aviation	806,800	724,804	793,429
Commercial & Other Aviation	2,653,775	2,810,990	2,987,880
Government	396,337	740,740	644,463
Jabara	339,534	414,512	431,865
Other (Indirect)	489,552	633,292	611,901
Total Revenue	\$ 17,601,565	\$ 18,572,994	19,078,708

Wichita Airport Authority
Comparison
Landing Fee Rates
2012 Budget

		Budget 2012 Airfield Landing Fees Rate	Budget 2011 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
<u>See Note</u>					
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 1,411,926	\$ 13,072	1%
1.B	Indirect Operation and Maintenance Expenses	2,265,884	2,199,146	66,738	3%
	Subtotal O & M Expenses	3,690,881	3,611,072	79,809	2%
1.C	Debt Service	55,558	39,813	15,745	40%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,746,440	3,650,885	95,555	3%
1.F	Less: Apron Fees	(135,000)	(123,200)	(11,800)	10%
1.G	Less: Other Landing Fees	(530,113)	(546,086)	15,973	-3%
1.G	Less: Other Airfield Offsets	(602,402)	(593,134)	(9,268)	2%
	Adjusted Requirement	\$ 2,478,925	\$ 2,388,465	90,460	4%
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770	943,460	(5,690)	-1%
1.J	Landing Fees Rate	\$ 2.64	\$ 2.53	\$ 0.11	4%

<p align="center">Wichita Airport Authority Comparison Terminal Rental Rates 2012 Budget</p>

See Note		Budget 2012 Average Terminal Rental Rate	Budget 2011 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,099,742	\$ 3,030,664	\$ 69,078	2%
1.B	Indirect Operation and Maintenance Expenses	1,333,001	1,301,674	31,327	2%
	Subtotal O & M Expenses	4,432,743	4,332,338	100,405	2%
1.C	Debt Service	161,482	161,211	271	0%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,594,225	4,493,549	100,676	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,594,225	\$ 4,493,549	100,676	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 36.76	\$ 35.96	\$ 0.81	2%

<p style="text-align: center;">Comparison O & M Expenses</p>
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,411,926	\$ 1,424,998	\$ 13,072	1%
Terminal	3,030,664	3,099,742	69,078	2%
Other Airline	99,266	99,756	490	0%
Ground Transportation	211,981	231,118	19,137	9%
General Aviation	65,404	69,246	3,842	6%
Commercial & Other Aviation	56,329	76,395	20,066	36%
Government	200,983	221,884	20,901	10%
Jabara	220,194	201,529	(18,665)	-8%
Subtotal Direct	5,296,747	5,424,668	127,921	2%
Indirect O&M Expenses				
Administration	1,561,904	1,553,464	(8,440)	-1%
Building Maintenance	262,046	269,848	7,802	3%
Field Maintenance	792,963	858,193	65,230	8%
Custodial	161,282	179,589	18,307	11%
Engineering	633,899	644,936	11,037	2%
Safety	1,861,302	1,904,035	42,733	2%
Systems & Services	137,608	145,618	8,010	6%
Subtotal Indirect	5,411,004	5,555,683	144,679	3%
Total O&M Expenses	\$ 10,707,751	\$ 10,980,351	272,600	3%

Comparison Debt Service
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 31,289	\$ 27,986	\$ (3,303)	-11%
Terminal	96,174	64,844	(31,330)	-33%
Other Airline	-	519,752	519,752	#DIV/0!
Ground Transportation	221,400	435,477	214,077	97%
General Aviation	4,911	4,911	(0)	0%
Commercial & Other Aviation	65,956	96,701	30,745	47%
Government	-	198,729	198,729	#DIV/0!
Jabara	17,054	119,265	102,211	599%
Subtotal Direct	436,784	1,467,664	1,030,880	236%
Indirect Debt Service				
Administration	20,703	100,168	79,465	384%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	-	-	-	#DIV/0!
Custodial	-	-	-	#DIV/0!
Engineering	-	12,625	12,625	#DIV/0!
Safety	6,261	6,261	0	0%
Systems & Services	-	-	-	#DIV/0!
Unassigned	20,022	96,960	76,938	384%
Subtotal Indirect	123,624	292,651	169,027	137%
Total Debt Service	\$ 560,408	\$ 1,760,315	1,199,907	214%

<p align="center">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,388,465	\$ 2,478,925	\$ 90,460	4%
Nonsignatory Airline Landing Fees	42,347	53,688	11,341	27%
Cargo Airline Landing Fees	503,738	476,425	(27,313)	-5%
Signatory Airline Apron Fees	123,200	135,000	11,800	10%
Aviation Fuel Flowage Fees	561,526	567,002	5,476	1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	31,608	35,400	3,792	12%
Subtotal Airfield	3,650,885	3,746,440	95,555	3%
Terminal				
Rentals - Airlines	2,017,788	1,980,539	(37,249)	-2%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	1,041,661	1,099,876	58,215	6%
Subtotal Terminal	3,059,449	3,080,416	20,967	1%
Other Airline	383,427	539,150	155,723	41%
Ground Transportation	6,154,894	6,243,165	88,270	1%
General Aviation	724,804	793,429	68,625	9%
Commercial & Other Aviation	2,810,990	2,987,880	176,890	6%
Government	740,740	644,463	(96,277)	-13%
Jabara	414,512	431,865	17,353	4%
Other (Indirect)	633,292	611,901	(21,391)	-3%
Total Revenue	\$ 18,572,994	19,078,708	505,714	3%

EXHIBIT "C" SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>
AirTran	233	1,689	581	-	150	651	3,304 s.f.
America West (US Airways)	-	-	-	-	-	-	- s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002 s.f.
American Eagle	-	-	-	-	-	-	- s.f.
Atlantic Southeast	-	-	-	-	-	-	- s.f.
Chautauqua	-	-	-	-	-	-	- s.f.
Continental	105	1,470	-	-	203	-	1,778 s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974 s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939 s.f.
Mesa	-	-	-	-	-	-	- s.f.
Northwest	-	-	-	-	-	-	- s.f.
Pinnacle	-	-	-	-	-	-	- s.f.
Republic	-	-	-	-	-	-	- s.f.
Skywest	-	-	-	-	-	-	- s.f.
United	335	1,467	1,145	-	-	668	3,615 s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897 s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509 s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965 s.f.

SUPPLEMENTAL AGREEMENT NO. 10

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

AMERICAN AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 10, dated February 28, 2012, is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and AMERICAN AIRLINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 3 dated October 19, 2004, which reduced the leased premises; Supplemental Agreement No. 4 dated December 21, 2004, which extended the term of the agreement and modified exhibits within the Agreement; Supplemental Agreement No. 5 dated January 9, 2007 which extended the term of the agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 6 dated December 11, 2007 which extended the term and modified exhibits within the Agreement; and Supplemental Agreement No. 7 dated January 13, 2009 which extended the term and modified exhibits within the Agreement; Supplemental Agreement No.8 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No.9 dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 10 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Authority acknowledges that Airline is a debtor in possession under Chapter 11 of Title 11 of the U.S. Code in the cases styled “In re: AMR Corporation et. al.” pending in the United States Bankruptcy Court for the Southern District of New York, Case No. 11-15643 (SHL)(Jointly Administered). Nothing stated in or omitted from this Supplemental Agreement No. 3 is intended to operate as, or shall be deemed to give rise to, in whole or in part, (A) an assumption of the Agreement; (B) an agreement to assume the Agreement within the meaning of Section 365 of Title 11 of the United States Code, or (C) a new, post-petition agreement, and nothing herein shall alter the pre-petition nature of the Agreement, as amended hereby. It is additionally agreed that, nothing herein stated or omitted is intended to operate as, or shall be deemed to give rise to, in whole or in part, (i) a rejection of the Agreement, or (ii) an agreement to reject the Agreement within the meaning of Section 365 of Title 11 of the United States Code. Any intent or agreement to assume or reject the agreement is expressly disclaimed hereby; however, nothing herein stated or omitted waives or limits Airline’s right to assume or reject the Agreement in the future, to the full extent permitted under the bankruptcy code and applicable order(s) of the bankruptcy court.

2.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this extension shall be for a period of one year, commencing January 1, 2012 and ending December 31, 2012, subject to earlier termination as herein provided.

3.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibit “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

4.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

AMERICAN AIRLINES, INC.

By _____

By _____
"Airline"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2012 to December 31, 2012, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$46.71
2	Holdrooms; Concourses; Bag Claim	\$42.04
3	Offices; VIP/Club Space	\$37.37
4	Bag Make-Up; Operations Space, Elevators	\$32.70
5	Inbound Bag; Tug Lane, Stairwells	\$23.36

These rates are based upon an average Signatory Airline Terminal rental rate of \$36.76 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.64 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	22.0%
Terminal (02)	52.0
Other Airline (03)	5.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	2.0
Government (07)	13.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2012 Budget</p>

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2012 Average Terminal Rental Rate	Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 3,099,742	\$ 1,411,926	\$ 3,030,664
1.B	Indirect Operation and Maintenance Expenses	2,265,884	1,333,001	2,199,146	1,301,674
	Subtotal O & M Expenses	3,690,881	4,432,743	3,611,072	4,332,338
1.C	Debt Service	55,558	161,482	39,813	161,211
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,746,440	4,594,225	3,650,885	4,493,549
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(135,000)		(123,200)	
1.G	Less: Other Landing Fees	(530,113)		(546,086)	
1.G	Less: Other Airfield Offsets	(602,402)		(593,134)	
	Adjusted Requirement	\$ 2,478,925	\$ 4,594,225	\$ 2,388,465	\$ 4,493,549
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 36.76		\$ 35.96
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770		943,460	
1.J	Landing Fees Rate	\$ 2.64		\$ 2.53	

Differential Terminal Rates

2012 Budget

	<u>Budget 2012</u>	<u>Budget 2011</u>
Average Terminal Rental Rate	\$ 36.76	\$ 35.96
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,178,960.17	\$ 3,109,297.97
Relative Space	68,050.40	68,050.40
Premium	\$ 46.71	\$ 45.69
Type 1 Rate	\$ 46.71	\$ 45.69
Type 2 Rate	\$ 42.04	\$ 41.12
Type 3 Rate	\$ 37.37	\$ 36.55
Type 4 Rate	\$ 32.70	\$ 31.98
Type 5 Rate	\$ 23.36	\$ 22.85

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,407,396	\$ 1,411,926	\$ 1,424,998
Terminal	2,835,753	3,030,664	3,099,742
Other Airline	100,377	99,266	99,756
Ground Transportation	251,634	211,981	231,118
General Aviation	66,155	65,404	69,246
Commercial & Other Aviation	81,627	56,329	76,395
Government	257,505	200,983	221,884
Jabara	125,416	220,194	201,529
Subtotal Direct	5,125,862	5,296,747	5,424,668
Indirect O&M Expenses			
Administration	1,512,564	1,561,904	1,553,464
Building Maintenance	262,148	262,046	269,848
Field Maintenance	758,183	792,963	858,193
Custodial	220,481	161,282	179,589
Engineering	572,071	633,899	644,936
Safety	1,836,523	1,861,302	1,904,035
Systems & Services	209,595	137,608	145,618
Subtotal Indirect	5,371,566	5,411,004	5,555,683
Total O&M Expenses	\$ 10,497,428	\$ 10,707,751	\$ 10,980,351

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 31,289	\$ 27,986
Terminal	126,220	96,174	64,844
Other Airline	41,333	-	519,752
Ground Transportation	347,976	221,400	435,477
General Aviation	38,164	4,911	4,911
Commercial & Other Aviation	70,584	65,956	96,701
Government	63,401	-	198,729
Jabara	78,158	17,054	119,265
Subtotal Direct	849,672	436,784	1,467,664
Indirect Debt Service			
Administration	29,287	20,703	100,168
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	-	-
Custodial	-	-	-
Engineering	-	-	12,625
Safety	25,347	6,261	6,261
Systems & Services	147,281	-	-
Unassigned	53,421	20,022	96,960
Subtotal Indirect	359,801	123,624	292,651
Total Debt Service	\$ 1,209,473	\$ 560,408	\$ 1,760,315

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,388,465	\$ 2,478,925
Nonsignatory Airline Landing Fees	40,396	42,347	53,688
Cargo Airline Landing Fees	503,822	503,738	476,425
Signatory Airline Apron Fees	148,666	123,200	135,000
Aviation Fuel Flowage Fees	552,888	561,526	567,002
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	31,608	35,400
Subtotal Airfield	3,667,743	3,650,885	3,746,440
Terminal			
Rentals - Airlines	1,993,326	2,017,788	1,980,539
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	1,041,661	1,099,876
Subtotal Terminal	3,036,750	3,059,449	3,080,416
Other Airline	448,178	383,427	539,150
Ground Transportation	5,762,898	6,154,894	6,243,165
General Aviation	806,800	724,804	793,429
Commercial & Other Aviation	2,653,775	2,810,990	2,987,880
Government	396,337	740,740	644,463
Jabara	339,534	414,512	431,865
Other (Indirect)	489,552	633,292	611,901
Total Revenue	\$ 17,601,565	\$ 18,572,994	19,078,708

Wichita Airport Authority
Comparison
Landing Fee Rates
2012 Budget

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2011 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 1,411,926	\$ 13,072	1%
1.B	Indirect Operation and Maintenance Expenses	2,265,884	2,199,146	66,738	3%
	Subtotal O & M Expenses	3,690,881	3,611,072	79,809	2%
1.C	Debt Service	55,558	39,813	15,745	40%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,746,440	3,650,885	95,555	3%
1.F	Less: Apron Fees	(135,000)	(123,200)	(11,800)	10%
1.G	Less: Other Landing Fees	(530,113)	(546,086)	15,973	-3%
1.G	Less: Other Airfield Offsets	(602,402)	(593,134)	(9,268)	2%
	Adjusted Requirement	\$ 2,478,925	\$ 2,388,465	90,460	4%
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770	943,460	(5,690)	-1%
1.J	Landing Fees Rate	\$ 2.64	\$ 2.53	\$ 0.11	4%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2012 Budget

		Budget 2012 Average Terminal Rental Rate	Budget 2011 Average Terminal Rental Rate	Dollar Difference	Percent Difference
See Note					
1.A	Direct Operation and Maintenance Expenses	\$ 3,099,742	\$ 3,030,664	\$ 69,078	2%
1.B	Indirect Operation and Maintenance Expenses	1,333,001	1,301,674	31,327	2%
	Subtotal O & M Expenses	4,432,743	4,332,338	100,405	2%
1.C	Debt Service	161,482	161,211	271	0%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,594,225	4,493,549	100,676	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,594,225	\$ 4,493,549	100,676	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 36.76	\$ 35.96	\$ 0.81	2%

<p style="text-align: center;">Comparison O & M Expenses</p>
--

	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,411,926	\$ 1,424,998	\$ 13,072	1%
Terminal	3,030,664	3,099,742	69,078	2%
Other Airline	99,266	99,756	490	0%
Ground Transportation	211,981	231,118	19,137	9%
General Aviation	65,404	69,246	3,842	6%
Commercial & Other Aviation	56,329	76,395	20,066	36%
Government	200,983	221,884	20,901	10%
Jabara	220,194	201,529	(18,665)	-8%
Subtotal Direct	5,296,747	5,424,668	127,921	2%
Indirect O&M Expenses				
Administration	1,561,904	1,553,464	(8,440)	-1%
Building Maintenance	262,046	269,848	7,802	3%
Field Maintenance	792,963	858,193	65,230	8%
Custodial	161,282	179,589	18,307	11%
Engineering	633,899	644,936	11,037	2%
Safety	1,861,302	1,904,035	42,733	2%
Systems & Services	137,608	145,618	8,010	6%
Subtotal Indirect	5,411,004	5,555,683	144,679	3%
Total O&M Expenses	\$ 10,707,751	\$ 10,980,351	272,600	3%

Comparison Debt Service
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 31,289	\$ 27,986	\$ (3,303)	-11%
Terminal	96,174	64,844	(31,330)	-33%
Other Airline	-	519,752	519,752	#DIV/0!
Ground Transportation	221,400	435,477	214,077	97%
General Aviation	4,911	4,911	(0)	0%
Commercial & Other Aviation	65,956	96,701	30,745	47%
Government	-	198,729	198,729	#DIV/0!
Jabara	17,054	119,265	102,211	599%
Subtotal Direct	436,784	1,467,664	1,030,880	236%
Indirect Debt Service				
Administration	20,703	100,168	79,465	384%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	-	-	-	#DIV/0!
Custodial	-	-	-	#DIV/0!
Engineering	-	12,625	12,625	#DIV/0!
Safety	6,261	6,261	0	0%
Systems & Services	-	-	-	#DIV/0!
Unassigned	20,022	96,960	76,938	384%
Subtotal Indirect	123,624	292,651	169,027	137%
Total Debt Service	\$ 560,408	\$ 1,760,315	1,199,907	214%

<p align="center">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,388,465	\$ 2,478,925	\$ 90,460	4%
Nonsignatory Airline Landing Fees	42,347	53,688	11,341	27%
Cargo Airline Landing Fees	503,738	476,425	(27,313)	-5%
Signatory Airline Apron Fees	123,200	135,000	11,800	10%
Aviation Fuel Flowage Fees	561,526	567,002	5,476	1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	31,608	35,400	3,792	12%
Subtotal Airfield	3,650,885	3,746,440	95,555	3%
Terminal				
Rentals - Airlines	2,017,788	1,980,539	(37,249)	-2%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	1,041,661	1,099,876	58,215	6%
Subtotal Terminal	3,059,449	3,080,416	20,967	1%
Other Airline	383,427	539,150	155,723	41%
Ground Transportation	6,154,894	6,243,165	88,270	1%
General Aviation	724,804	793,429	68,625	9%
Commercial & Other Aviation	2,810,990	2,987,880	176,890	6%
Government	740,740	644,463	(96,277)	-13%
Jabara	414,512	431,865	17,353	4%
Other (Indirect)	633,292	611,901	(21,391)	-3%
Total Revenue	\$ 18,572,994	19,078,708	505,714	3%

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>
AirTran	233	1,689	581	-	150	651	3,304 s.f.
America West (US Airways)	-	-	-	-	-	-	- s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002 s.f.
American Eagle	-	-	-	-	-	-	- s.f.
Atlantic Southeast	-	-	-	-	-	-	- s.f.
Chautauqua	-	-	-	-	-	-	- s.f.
Continental	105	1,470	-	-	203	-	1,778 s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974 s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939 s.f.
Mesa	-	-	-	-	-	-	- s.f.
Northwest	-	-	-	-	-	-	- s.f.
Pinnacle	-	-	-	-	-	-	- s.f.
Republic	-	-	-	-	-	-	- s.f.
Skywest	-	-	-	-	-	-	- s.f.
United	335	1,467	1,145	-	-	668	3,615 s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897 s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509 s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965 s.f.

SUPPLEMENTAL AGREEMENT NO. 3
AIRLINE AIRPORT USE AND LEASE AGREEMENT
BETWEEN
WICHITA AIRPORT AUTHORITY
AND
CONTINENTAL AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 3, dated February 28, 2012, is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and CONTINENTAL AIRLINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated October 27, 2009 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 2 dated February 15, 2011, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 3 for the purpose of extending the term of the Agreement and modifying exhibits within the agreement; and

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this extension shall be for a period of one year, commencing January 1, 2012 and ending December 31, 2012, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibits “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

CONTINENTAL AIRLINES, INC.

By: _____

By: _____

Title: _____

Title: _____
“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
Sub-Total	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2012 to December 31, 2012, Signatory Airline Terminal rental rates shall be as follows:

Type of Space	Location/Function	Annual Rate per Sq. Ft.
1	Ticket Counter	\$46.71
2	Holdrooms; Concourses; Bag Claim	\$42.04
3	Offices; VIP/Club Space	\$37.37
4	Bag Make-Up; Operations Space, Elevators	\$32.70
5	Inbound Bag; Tug Lane, Stairwells	\$23.36

These rates are based upon an average Signatory Airline Terminal rental rate of \$36.76 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.64 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. Direct Cost Centers.

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	22.0%
Terminal (02)	52.0
Other Airline (03)	5.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	2.0
Government (07)	13.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2012 Budget</p>

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2012 Average Terminal Rental Rate	Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 3,099,742	\$ 1,411,926	\$ 3,030,664
1.B	Indirect Operation and Maintenance Expenses	2,265,884	1,333,001	2,199,146	1,301,674
	Subtotal O & M Expenses	3,690,881	4,432,743	3,611,072	4,332,338
1.C	Debt Service	55,558	161,482	39,813	161,211
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,746,440	4,594,225	3,650,885	4,493,549
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(135,000)		(123,200)	
1.G	Less: Other Landing Fees	(530,113)		(546,086)	
1.G	Less: Other Airfield Offsets	(602,402)		(593,134)	
	Adjusted Requirement	\$ 2,478,925	\$ 4,594,225	\$ 2,388,465	\$ 4,493,549
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 36.76		\$ 35.96
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770		943,460	
1.J	Landing Fees Rate	\$ 2.64		\$ 2.53	

Differential Terminal Rates

2012 Budget

	<u>Budget 2012</u>	<u>Budget 2011</u>
Average Terminal Rental Rate	\$ 36.76	\$ 35.96
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,178,960.17	\$ 3,109,297.97
Relative Space	68,050.40	68,050.40
Premium	\$ 46.71	\$ 45.69
Type 1 Rate	\$ 46.71	\$ 45.69
Type 2 Rate	\$ 42.04	\$ 41.12
Type 3 Rate	\$ 37.37	\$ 36.55
Type 4 Rate	\$ 32.70	\$ 31.98
Type 5 Rate	\$ 23.36	\$ 22.85

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,407,396	\$ 1,411,926	\$ 1,424,998
Terminal	2,835,753	3,030,664	3,099,742
Other Airline	100,377	99,266	99,756
Ground Transportation	251,634	211,981	231,118
General Aviation	66,155	65,404	69,246
Commercial & Other Aviation	81,627	56,329	76,395
Government	257,505	200,983	221,884
Jabara	125,416	220,194	201,529
Subtotal Direct	5,125,862	5,296,747	5,424,668
Indirect O&M Expenses			
Administration	1,512,564	1,561,904	1,553,464
Building Maintenance	262,148	262,046	269,848
Field Maintenance	758,183	792,963	858,193
Custodial	220,481	161,282	179,589
Engineering	572,071	633,899	644,936
Safety	1,836,523	1,861,302	1,904,035
Systems & Services	209,595	137,608	145,618
Subtotal Indirect	5,371,566	5,411,004	5,555,683
Total O&M Expenses	\$ 10,497,428	\$ 10,707,751	\$ 10,980,351

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 31,289	\$ 27,986
Terminal	126,220	96,174	64,844
Other Airline	41,333	-	519,752
Ground Transportation	347,976	221,400	435,477
General Aviation	38,164	4,911	4,911
Commercial & Other Aviation	70,584	65,956	96,701
Government	63,401	-	198,729
Jabara	78,158	17,054	119,265
Subtotal Direct	849,672	436,784	1,467,664
Indirect Debt Service			
Administration	29,287	20,703	100,168
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	-	-
Custodial	-	-	-
Engineering	-	-	12,625
Safety	25,347	6,261	6,261
Systems & Services	147,281	-	-
Unassigned	53,421	20,022	96,960
Subtotal Indirect	359,801	123,624	292,651
Total Debt Service	\$ 1,209,473	\$ 560,408	\$ 1,760,315

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,388,465	\$ 2,478,925
Nonsignatory Airline Landing Fees	40,396	42,347	53,688
Cargo Airline Landing Fees	503,822	503,738	476,425
Signatory Airline Apron Fees	148,666	123,200	135,000
Aviation Fuel Flowage Fees	552,888	561,526	567,002
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	31,608	35,400
Subtotal Airfield	3,667,743	3,650,885	3,746,440
Terminal			
Rentals - Airlines	1,993,326	2,017,788	1,980,539
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	1,041,661	1,099,876
Subtotal Terminal	3,036,750	3,059,449	3,080,416
Other Airline	448,178	383,427	539,150
Ground Transportation	5,762,898	6,154,894	6,243,165
General Aviation	806,800	724,804	793,429
Commercial & Other Aviation	2,653,775	2,810,990	2,987,880
Government	396,337	740,740	644,463
Jabara	339,534	414,512	431,865
Other (Indirect)	489,552	633,292	611,901
Total Revenue	\$ 17,601,565	\$ 18,572,994	19,078,708

Wichita Airport Authority
Comparison
Landing Fee Rates
2012 Budget

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2011 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 1,411,926	\$ 13,072	1%
1.B	Indirect Operation and Maintenance Expenses	2,265,884	2,199,146	66,738	3%
	Subtotal O & M Expenses	3,690,881	3,611,072	79,809	2%
1.C	Debt Service	55,558	39,813	15,745	40%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,746,440	3,650,885	95,555	3%
1.F	Less: Apron Fees	(135,000)	(123,200)	(11,800)	10%
1.G	Less: Other Landing Fees	(530,113)	(546,086)	15,973	-3%
1.G	Less: Other Airfield Offsets	(602,402)	(593,134)	(9,268)	2%
	Adjusted Requirement	\$ 2,478,925	\$ 2,388,465	90,460	4%
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770	943,460	(5,690)	-1%
1.J	Landing Fees Rate	\$ 2.64	\$ 2.53	\$ 0.11	4%

<p align="center">Wichita Airport Authority Comparison Terminal Rental Rates 2012 Budget</p>

See Note		Budget 2012 Average Terminal Rental Rate	Budget 2011 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,099,742	\$ 3,030,664	\$ 69,078	2%
1.B	Indirect Operation and Maintenance Expenses	1,333,001	1,301,674	31,327	2%
	Subtotal O & M Expenses	4,432,743	4,332,338	100,405	2%
1.C	Debt Service	161,482	161,211	271	0%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,594,225	4,493,549	100,676	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,594,225	\$ 4,493,549	100,676	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 36.76	\$ 35.96	\$ 0.81	2%

<p style="text-align: center;">Comparison O & M Expenses</p>
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,411,926	\$ 1,424,998	\$ 13,072	1%
Terminal	3,030,664	3,099,742	69,078	2%
Other Airline	99,266	99,756	490	0%
Ground Transportation	211,981	231,118	19,137	9%
General Aviation	65,404	69,246	3,842	6%
Commercial & Other Aviation	56,329	76,395	20,066	36%
Government	200,983	221,884	20,901	10%
Jabara	220,194	201,529	(18,665)	-8%
Subtotal Direct	5,296,747	5,424,668	127,921	2%
Indirect O&M Expenses				
Administration	1,561,904	1,553,464	(8,440)	-1%
Building Maintenance	262,046	269,848	7,802	3%
Field Maintenance	792,963	858,193	65,230	8%
Custodial	161,282	179,589	18,307	11%
Engineering	633,899	644,936	11,037	2%
Safety	1,861,302	1,904,035	42,733	2%
Systems & Services	137,608	145,618	8,010	6%
Subtotal Indirect	5,411,004	5,555,683	144,679	3%
Total O&M Expenses	\$ 10,707,751	\$ 10,980,351	272,600	3%

Comparison Debt Service
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 31,289	\$ 27,986	\$ (3,303)	-11%
Terminal	96,174	64,844	(31,330)	-33%
Other Airline	-	519,752	519,752	#DIV/0!
Ground Transportation	221,400	435,477	214,077	97%
General Aviation	4,911	4,911	(0)	0%
Commercial & Other Aviation	65,956	96,701	30,745	47%
Government	-	198,729	198,729	#DIV/0!
Jabara	17,054	119,265	102,211	599%
Subtotal Direct	436,784	1,467,664	1,030,880	236%
Indirect Debt Service				
Administration	20,703	100,168	79,465	384%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	-	-	-	#DIV/0!
Custodial	-	-	-	#DIV/0!
Engineering	-	12,625	12,625	#DIV/0!
Safety	6,261	6,261	0	0%
Systems & Services	-	-	-	#DIV/0!
Unassigned	20,022	96,960	76,938	384%
Subtotal Indirect	123,624	292,651	169,027	137%
Total Debt Service	\$ 560,408	\$ 1,760,315	1,199,907	214%

<p align="center">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,388,465	\$ 2,478,925	\$ 90,460	4%
Nonsignatory Airline Landing Fees	42,347	53,688	11,341	27%
Cargo Airline Landing Fees	503,738	476,425	(27,313)	-5%
Signatory Airline Apron Fees	123,200	135,000	11,800	10%
Aviation Fuel Flowage Fees	561,526	567,002	5,476	1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	31,608	35,400	3,792	12%
Subtotal Airfield	3,650,885	3,746,440	95,555	3%
Terminal				
Rentals - Airlines	2,017,788	1,980,539	(37,249)	-2%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	1,041,661	1,099,876	58,215	6%
Subtotal Terminal	3,059,449	3,080,416	20,967	1%
Other Airline	383,427	539,150	155,723	41%
Ground Transportation	6,154,894	6,243,165	88,270	1%
General Aviation	724,804	793,429	68,625	9%
Commercial & Other Aviation	2,810,990	2,987,880	176,890	6%
Government	740,740	644,463	(96,277)	-13%
Jabara	414,512	431,865	17,353	4%
Other (Indirect)	633,292	611,901	(21,391)	-3%
Total Revenue	\$ 18,572,994	19,078,708	505,714	3%

EXHIBIT "C" SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>
AirTran	233	1,689	581	-	150	651	3,304 s.f.
America West (US Airways)	-	-	-	-	-	-	- s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002 s.f.
American Eagle	-	-	-	-	-	-	- s.f.
Atlantic Southeast	-	-	-	-	-	-	- s.f.
Chautauqua	-	-	-	-	-	-	- s.f.
Continental	105	1,470	-	-	203	-	1,778 s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974 s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939 s.f.
Mesa	-	-	-	-	-	-	- s.f.
Northwest	-	-	-	-	-	-	- s.f.
Pinnacle	-	-	-	-	-	-	- s.f.
Republic	-	-	-	-	-	-	- s.f.
Skywest	-	-	-	-	-	-	- s.f.
United	335	1,467	1,145	-	-	668	3,615 s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897 s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509 s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965 s.f.

SUPPLEMENTAL AGREEMENT NO. 3
AIRLINE AIRPORT USE AND LEASE AGREEMENT
BETWEEN
WICHITA AIRPORT AUTHORITY
AND
DELTA AIR LINES

THIS SUPPLEMENTAL AGREEMENT NO. 3, dated February 28, 2012, is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and DELTA AIR LINES, hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated June 16, 2009 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1, dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 2, dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 3 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this extension shall be for a period of one year, commencing January 1, 2012 and ending December 31, 2012, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibits “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

DELTA AIR LINES

By: _____

By: _____

Title: _____

Title: _____

“Airline”

APPROVED AS TO FORM: _____ Date: _____

Director of Law

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
Sub-Total	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2012 to December 31, 2012, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$46.71
2	Holdrooms; Concourses; Bag Claim	\$42.04
3	Offices; VIP/Club Space	\$37.37
4	Bag Make-Up; Operations Space, Elevators	\$32.70
5	Inbound Bag; Tug Lane, Stairwells	\$23.36

These rates are based upon an average Signatory Airline Terminal rental rate of \$36.76 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.64 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. Direct Cost Centers.

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	22.0%
Terminal (02)	52.0
Other Airline (03)	5.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	2.0
Government (07)	13.0
Jabara (08)	<u>0.0</u>
	100.0%

<p style="text-align: center;">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2012 Budget</p>
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See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2012 Average Terminal Rental Rate	Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 3,099,742	\$ 1,411,926	\$ 3,030,664
1.B	Indirect Operation and Maintenance Expenses	2,265,884	1,333,001	2,199,146	1,301,674
	Subtotal O & M Expenses	3,690,881	4,432,743	3,611,072	4,332,338
1.C	Debt Service	55,558	161,482	39,813	161,211
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,746,440	4,594,225	3,650,885	4,493,549
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(135,000)		(123,200)	
1.G	Less: Other Landing Fees	(530,113)		(546,086)	
1.G	Less: Other Airfield Offsets	(602,402)		(593,134)	
	Adjusted Requirement	\$ 2,478,925	\$ 4,594,225	\$ 2,388,465	\$ 4,493,549
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 36.76		\$ 35.96
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770		943,460	
1.J	Landing Fees Rate	\$ 2.64		\$ 2.53	

Differential Terminal Rates
2012 Budget

	<u>Budget 2012</u>	<u>Budget 2011</u>
Average Terminal Rental Rate	\$ 36.76	\$ 35.96
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,178,960.17	\$ 3,109,297.97
Relative Space	68,050.40	68,050.40
Premium	\$ 46.71	\$ 45.69
Type 1 Rate	\$ 46.71	\$ 45.69
Type 2 Rate	\$ 42.04	\$ 41.12
Type 3 Rate	\$ 37.37	\$ 36.55
Type 4 Rate	\$ 32.70	\$ 31.98
Type 5 Rate	\$ 23.36	\$ 22.85

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,407,396	\$ 1,411,926	\$ 1,424,998
Terminal	2,835,753	3,030,664	3,099,742
Other Airline	100,377	99,266	99,756
Ground Transportation	251,634	211,981	231,118
General Aviation	66,155	65,404	69,246
Commercial & Other Aviation	81,627	56,329	76,395
Government	257,505	200,983	221,884
Jabara	125,416	220,194	201,529
Subtotal Direct	5,125,862	5,296,747	5,424,668
Indirect O&M Expenses			
Administration	1,512,564	1,561,904	1,553,464
Building Maintenance	262,148	262,046	269,848
Field Maintenance	758,183	792,963	858,193
Custodial	220,481	161,282	179,589
Engineering	572,071	633,899	644,936
Safety	1,836,523	1,861,302	1,904,035
Systems & Services	209,595	137,608	145,618
Subtotal Indirect	5,371,566	5,411,004	5,555,683
Total O&M Expenses	\$ 10,497,428	\$ 10,707,751	\$ 10,980,351

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 31,289	\$ 27,986
Terminal	126,220	96,174	64,844
Other Airline	41,333	-	519,752
Ground Transportation	347,976	221,400	435,477
General Aviation	38,164	4,911	4,911
Commercial & Other Aviation	70,584	65,956	96,701
Government	63,401	-	198,729
Jabara	78,158	17,054	119,265
Subtotal Direct	849,672	436,784	1,467,664
Indirect Debt Service			
Administration	29,287	20,703	100,168
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	-	-
Custodial	-	-	-
Engineering	-	-	12,625
Safety	25,347	6,261	6,261
Systems & Services	147,281	-	-
Unassigned	53,421	20,022	96,960
Subtotal Indirect	359,801	123,624	292,651
Total Debt Service	\$ 1,209,473	\$ 560,408	\$ 1,760,315

Exhibit G-3Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,388,465	\$ 2,478,925
Nonsignatory Airline Landing Fees	40,396	42,347	53,688
Cargo Airline Landing Fees	503,822	503,738	476,425
Signatory Airline Apron Fees	148,666	123,200	135,000
Aviation Fuel Flowage Fees	552,888	561,526	567,002
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	31,608	35,400
Subtotal Airfield	3,667,743	3,650,885	3,746,440
Terminal			
Rentals - Airlines	1,993,326	2,017,788	1,980,539
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	1,041,661	1,099,876
Subtotal Terminal	3,036,750	3,059,449	3,080,416
Other Airline	448,178	383,427	539,150
Ground Transportation	5,762,898	6,154,894	6,243,165
General Aviation	806,800	724,804	793,429
Commercial & Other Aviation	2,653,775	2,810,990	2,987,880
Government	396,337	740,740	644,463
Jabara	339,534	414,512	431,865
Other (Indirect)	489,552	633,292	611,901
Total Revenue	\$ 17,601,565	\$ 18,572,994	19,078,708

Wichita Airport Authority
Comparison
Landing Fee Rates
2012 Budget

		Budget 2012 Airfield Landing Fees Rate	Budget 2011 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
See Note					
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 1,411,926	\$ 13,072	1%
1.B	Indirect Operation and Maintenance Expenses	2,265,884	2,199,146	66,738	3%
	Subtotal O & M Expenses	3,690,881	3,611,072	79,809	2%
1.C	Debt Service	55,558	39,813	15,745	40%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,746,440	3,650,885	95,555	3%
1.F	Less: Apron Fees	(135,000)	(123,200)	(11,800)	10%
1.G	Less: Other Landing Fees	(530,113)	(546,086)	15,973	-3%
1.G	Less: Other Airfield Offsets	(602,402)	(593,134)	(9,268)	2%
	Adjusted Requirement	\$ 2,478,925	\$ 2,388,465	90,460	4%
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770	943,460	(5,690)	-1%
1.J	Landing Fees Rate	\$ 2.64	\$ 2.53	\$ 0.11	4%

<p align="center">Wichita Airport Authority Comparison Terminal Rental Rates 2012 Budget</p>

See Note		Budget 2012 Average Terminal Rental Rate	Budget 2011 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,099,742	\$ 3,030,664	\$ 69,078	2%
1.B	Indirect Operation and Maintenance Expenses	1,333,001	1,301,674	31,327	2%
	Subtotal O & M Expenses	4,432,743	4,332,338	100,405	2%
1.C	Debt Service	161,482	161,211	271	0%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,594,225	4,493,549	100,676	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,594,225	\$ 4,493,549	100,676	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 36.76	\$ 35.96	\$ 0.81	2%

<p style="text-align: center;">Comparison O & M Expenses</p>
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,411,926	\$ 1,424,998	\$ 13,072	1%
Terminal	3,030,664	3,099,742	69,078	2%
Other Airline	99,266	99,756	490	0%
Ground Transportation	211,981	231,118	19,137	9%
General Aviation	65,404	69,246	3,842	6%
Commercial & Other Aviation	56,329	76,395	20,066	36%
Government	200,983	221,884	20,901	10%
Jabara	220,194	201,529	(18,665)	-8%
Subtotal Direct	5,296,747	5,424,668	127,921	2%
Indirect O&M Expenses				
Administration	1,561,904	1,553,464	(8,440)	-1%
Building Maintenance	262,046	269,848	7,802	3%
Field Maintenance	792,963	858,193	65,230	8%
Custodial	161,282	179,589	18,307	11%
Engineering	633,899	644,936	11,037	2%
Safety	1,861,302	1,904,035	42,733	2%
Systems & Services	137,608	145,618	8,010	6%
Subtotal Indirect	5,411,004	5,555,683	144,679	3%
Total O&M Expenses	\$ 10,707,751	\$ 10,980,351	272,600	3%

Comparison Debt Service
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 31,289	\$ 27,986	\$ (3,303)	-11%
Terminal	96,174	64,844	(31,330)	-33%
Other Airline	-	519,752	519,752	#DIV/0!
Ground Transportation	221,400	435,477	214,077	97%
General Aviation	4,911	4,911	(0)	0%
Commercial & Other Aviation	65,956	96,701	30,745	47%
Government	-	198,729	198,729	#DIV/0!
Jabara	17,054	119,265	102,211	599%
Subtotal Direct	436,784	1,467,664	1,030,880	236%
Indirect Debt Service				
Administration	20,703	100,168	79,465	384%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	-	-	-	#DIV/0!
Custodial	-	-	-	#DIV/0!
Engineering	-	12,625	12,625	#DIV/0!
Safety	6,261	6,261	0	0%
Systems & Services	-	-	-	#DIV/0!
Unassigned	20,022	96,960	76,938	384%
Subtotal Indirect	123,624	292,651	169,027	137%
Total Debt Service	\$ 560,408	\$ 1,760,315	1,199,907	214%

<p style="text-align: center;">Comparison Operating Revenues</p>
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,388,465	\$ 2,478,925	\$ 90,460	4%
Nonsignatory Airline Landing Fees	42,347	53,688	11,341	27%
Cargo Airline Landing Fees	503,738	476,425	(27,313)	-5%
Signatory Airline Apron Fees	123,200	135,000	11,800	10%
Aviation Fuel Flowage Fees	561,526	567,002	5,476	1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	31,608	35,400	3,792	12%
Subtotal Airfield	3,650,885	3,746,440	95,555	3%
Terminal				
Rentals - Airlines	2,017,788	1,980,539	(37,249)	-2%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	1,041,661	1,099,876	58,215	6%
Subtotal Terminal	3,059,449	3,080,416	20,967	1%
Other Airline	383,427	539,150	155,723	41%
Ground Transportation	6,154,894	6,243,165	88,270	1%
General Aviation	724,804	793,429	68,625	9%
Commercial & Other Aviation	2,810,990	2,987,880	176,890	6%
Government	740,740	644,463	(96,277)	-13%
Jabara	414,512	431,865	17,353	4%
Other (Indirect)	633,292	611,901	(21,391)	-3%
Total Revenue	\$ 18,572,994	19,078,708	505,714	3%

EXHIBIT "C" SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>
AirTran	233	1,689	581	-	150	651	3,304 s.f.
America West (US Airways)	-	-	-	-	-	-	- s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002 s.f.
American Eagle	-	-	-	-	-	-	- s.f.
Atlantic Southeast	-	-	-	-	-	-	- s.f.
Chautauqua	-	-	-	-	-	-	- s.f.
Continental	105	1,470	-	-	203	-	1,778 s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974 s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939 s.f.
Mesa	-	-	-	-	-	-	- s.f.
Northwest	-	-	-	-	-	-	- s.f.
Pinnacle	-	-	-	-	-	-	- s.f.
Republic	-	-	-	-	-	-	- s.f.
Skywest	-	-	-	-	-	-	- s.f.
United	335	1,467	-	-	-	-	- s.f.
Vacant	1,120	7,711	4,336	-	19,749	668	3,615 s.f.
	2,660	19,305	9,216	-	23,784	3,981	36,897 s.f.
						8,544	63,509 s.f.

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AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965 s.f.

SUPPLEMENTAL AGREEMENT NO. 6

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

WICHITA AIRPORT AUTHORITY

AND

FRONTIER AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 6 made and entered into this February 28, 2012, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and FRONTIER AIRLINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated October 16, 2007 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated December 11, 2007, which extended the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 2 dated January 13, 2009, which extended the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 3 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 4 dated May 4, 2010, which modified exhibits within the Agreement; and Supplemental Agreement No. 5 dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 6 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this extension shall be for a period of one year, commencing January 1, 2012 and ending December 31, 2012, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibits “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms.

It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

FRONTIER AIRLINES, INC.

By _____

By _____
"Airline"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
Sub-Total	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2012 to December 31, 2012, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$46.71
2	Holdrooms; Concourses; Bag Claim	\$42.04
3	Offices; VIP/Club Space	\$37.37
4	Bag Make-Up; Operations Space, Elevators	\$32.70
5	Inbound Bag; Tug Lane, Stairwells	\$23.36

These rates are based upon an average Signatory Airline Terminal rental rate of \$36.76 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.64 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

- G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.
- G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.
- G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.
- G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.
- G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.
- G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.
- G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.
- G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.
- G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. Direct Cost Centers.

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	22.0%
Terminal (02)	52.0
Other Airline (03)	5.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	2.0
Government (07)	13.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2012 Budget</p>

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2012 Average Terminal Rental Rate	Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 3,099,742	\$ 1,411,926	\$ 3,030,664
1.B	Indirect Operation and Maintenance Expenses	2,265,884	1,333,001	2,199,146	1,301,674
	Subtotal O & M Expenses	3,690,881	4,432,743	3,611,072	4,332,338
1.C	Debt Service	55,558	161,482	39,813	161,211
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,746,440	4,594,225	3,650,885	4,493,549
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(135,000)		(123,200)	
1.G	Less: Other Landing Fees	(530,113)		(546,086)	
1.G	Less: Other Airfield Offsets	(602,402)		(593,134)	
	Adjusted Requirement	\$ 2,478,925	\$ 4,594,225	\$ 2,388,465	\$ 4,493,549
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 36.76		\$ 35.96
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770		943,460	
1.J	Landing Fees Rate	\$ 2.64		\$ 2.53	

Differential Terminal Rates
2012 Budget

	<u>Budget 2012</u>	<u>Budget 2011</u>
Average Terminal Rental Rate	\$ 36.76	\$ 35.96
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,178,960.17	\$ 3,109,297.97
Relative Space	68,050.40	68,050.40
Premium	\$ 46.71	\$ 45.69
Type 1 Rate	\$ 46.71	\$ 45.69
Type 2 Rate	\$ 42.04	\$ 41.12
Type 3 Rate	\$ 37.37	\$ 36.55
Type 4 Rate	\$ 32.70	\$ 31.98
Type 5 Rate	\$ 23.36	\$ 22.85

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,407,396	\$ 1,411,926	\$ 1,424,998
Terminal	2,835,753	3,030,664	3,099,742
Other Airline	100,377	99,266	99,756
Ground Transportation	251,634	211,981	231,118
General Aviation	66,155	65,404	69,246
Commercial & Other Aviation	81,627	56,329	76,395
Government	257,505	200,983	221,884
Jabara	125,416	220,194	201,529
Subtotal Direct	5,125,862	5,296,747	5,424,668
Indirect O&M Expenses			
Administration	1,512,564	1,561,904	1,553,464
Building Maintenance	262,148	262,046	269,848
Field Maintenance	758,183	792,963	858,193
Custodial	220,481	161,282	179,589
Engineering	572,071	633,899	644,936
Safety	1,836,523	1,861,302	1,904,035
Systems & Services	209,595	137,608	145,618
Subtotal Indirect	5,371,566	5,411,004	5,555,683
Total O&M Expenses	\$ 10,497,428	\$ 10,707,751	\$ 10,980,351

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 31,289	\$ 27,986
Terminal	126,220	96,174	64,844
Other Airline	41,333	-	519,752
Ground Transportation	347,976	221,400	435,477
General Aviation	38,164	4,911	4,911
Commercial & Other Aviation	70,584	65,956	96,701
Government	63,401	-	198,729
Jabara	78,158	17,054	119,265
Subtotal Direct	849,672	436,784	1,467,664
Indirect Debt Service			
Administration	29,287	20,703	100,168
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	-	-
Custodial	-	-	-
Engineering	-	-	12,625
Safety	25,347	6,261	6,261
Systems & Services	147,281	-	-
Unassigned	53,421	20,022	96,960
Subtotal Indirect	359,801	123,624	292,651
Total Debt Service	\$ 1,209,473	\$ 560,408	\$ 1,760,315

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,388,465	\$ 2,478,925
Nonsignatory Airline Landing Fees	40,396	42,347	53,688
Cargo Airline Landing Fees	503,822	503,738	476,425
Signatory Airline Apron Fees	148,666	123,200	135,000
Aviation Fuel Flowage Fees	552,888	561,526	567,002
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	31,608	35,400
Subtotal Airfield	3,667,743	3,650,885	3,746,440
Terminal			
Rentals - Airlines	1,993,326	2,017,788	1,980,539
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	1,041,661	1,099,876
Subtotal Terminal	3,036,750	3,059,449	3,080,416
Other Airline	448,178	383,427	539,150
Ground Transportation	5,762,898	6,154,894	6,243,165
General Aviation	806,800	724,804	793,429
Commercial & Other Aviation	2,653,775	2,810,990	2,987,880
Government	396,337	740,740	644,463
Jabara	339,534	414,512	431,865
Other (Indirect)	489,552	633,292	611,901
Total Revenue	\$ 17,601,565	\$ 18,572,994	19,078,708

<p align="center">Wichita Airport Authority Comparison Landing Fee Rates 2012 Budget</p>

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2011 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 1,411,926	\$ 13,072	1%
1.B	Indirect Operation and Maintenance Expenses	2,265,884	2,199,146	66,738	3%
	Subtotal O & M Expenses	3,690,881	3,611,072	79,809	2%
1.C	Debt Service	55,558	39,813	15,745	40%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,746,440	3,650,885	95,555	3%
1.F	Less: Apron Fees	(135,000)	(123,200)	(11,800)	10%
1.G	Less: Other Landing Fees	(530,113)	(546,086)	15,973	-3%
1.G	Less: Other Airfield Offsets	(602,402)	(593,134)	(9,268)	2%
	Adjusted Requirement	\$ 2,478,925	\$ 2,388,465	90,460	4%
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770	943,460	(5,690)	-1%
1.J	Landing Fees Rate	\$ 2.64	\$ 2.53	\$ 0.11	4%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2012 Budget

		Budget 2012	Budget 2011		
		Average	Average	Dollar	Percent
		Terminal	Terminal Rental	Difference	Difference
		Rental Rate	Rate		
<u>See</u>	<u>Note</u>				
1.A	Direct Operation and Maintenance Expenses	\$ 3,099,742	\$ 3,030,664	\$ 69,078	2%
1.B	Indirect Operation and Maintenance Expenses	1,333,001	1,301,674	31,327	2%
	Subtotal O & M Expenses	4,432,743	4,332,338	100,405	2%
1.C	Debt Service	161,482	161,211	271	0%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,594,225	4,493,549	100,676	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,594,225	\$ 4,493,549	100,676	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 36.76	\$ 35.96	\$ 0.81	2%

<p style="text-align: center;">Comparison O & M Expenses</p>
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,411,926	\$ 1,424,998	\$ 13,072	1%
Terminal	3,030,664	3,099,742	69,078	2%
Other Airline	99,266	99,756	490	0%
Ground Transportation	211,981	231,118	19,137	9%
General Aviation	65,404	69,246	3,842	6%
Commercial & Other Aviation	56,329	76,395	20,066	36%
Government	200,983	221,884	20,901	10%
Jabara	220,194	201,529	(18,665)	-8%
Subtotal Direct	5,296,747	5,424,668	127,921	2%
Indirect O&M Expenses				
Administration	1,561,904	1,553,464	(8,440)	-1%
Building Maintenance	262,046	269,848	7,802	3%
Field Maintenance	792,963	858,193	65,230	8%
Custodial	161,282	179,589	18,307	11%
Engineering	633,899	644,936	11,037	2%
Safety	1,861,302	1,904,035	42,733	2%
Systems & Services	137,608	145,618	8,010	6%
Subtotal Indirect	5,411,004	5,555,683	144,679	3%
Total O&M Expenses	\$ 10,707,751	\$ 10,980,351	272,600	3%

Comparison Debt Service
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 31,289	\$ 27,986	\$ (3,303)	-11%
Terminal	96,174	64,844	(31,330)	-33%
Other Airline	-	519,752	519,752	#DIV/0!
Ground Transportation	221,400	435,477	214,077	97%
General Aviation	4,911	4,911	(0)	0%
Commercial & Other Aviation	65,956	96,701	30,745	47%
Government	-	198,729	198,729	#DIV/0!
Jabara	17,054	119,265	102,211	599%
Subtotal Direct	436,784	1,467,664	1,030,880	236%
Indirect Debt Service				
Administration	20,703	100,168	79,465	384%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	-	-	-	#DIV/0!
Custodial	-	-	-	#DIV/0!
Engineering	-	12,625	12,625	#DIV/0!
Safety	6,261	6,261	0	0%
Systems & Services	-	-	-	#DIV/0!
Unassigned	20,022	96,960	76,938	384%
Subtotal Indirect	123,624	292,651	169,027	137%
Total Debt Service	\$ 560,408	\$ 1,760,315	1,199,907	214%

<p align="center">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,388,465	\$ 2,478,925	\$ 90,460	4%
Nonsignatory Airline Landing Fees	42,347	53,688	11,341	27%
Cargo Airline Landing Fees	503,738	476,425	(27,313)	-5%
Signatory Airline Apron Fees	123,200	135,000	11,800	10%
Aviation Fuel Flowage Fees	561,526	567,002	5,476	1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	31,608	35,400	3,792	12%
Subtotal Airfield	3,650,885	3,746,440	95,555	3%
Terminal				
Rentals - Airlines	2,017,788	1,980,539	(37,249)	-2%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	1,041,661	1,099,876	58,215	6%
Subtotal Terminal	3,059,449	3,080,416	20,967	1%
Other Airline	383,427	539,150	155,723	41%
Ground Transportation	6,154,894	6,243,165	88,270	1%
General Aviation	724,804	793,429	68,625	9%
Commercial & Other Aviation	2,810,990	2,987,880	176,890	6%
Government	740,740	644,463	(96,277)	-13%
Jabara	414,512	431,865	17,353	4%
Other (Indirect)	633,292	611,901	(21,391)	-3%
Total Revenue	\$ 18,572,994	19,078,708	505,714	3%

EXHIBIT "C" SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>
AirTran	233	1,689	581	-	150	651	3,304 s.f.
America West (US Airways)	-	-	-	-	-	-	- s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002 s.f.
American Eagle	-	-	-	-	-	-	- s.f.
Atlantic Southeast	-	-	-	-	-	-	- s.f.
Chautauqua	-	-	-	-	-	-	- s.f.
Continental	105	1,470	-	-	203	-	1,778 s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974 s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939 s.f.
Mesa	-	-	-	-	-	-	- s.f.
Northwest	-	-	-	-	-	-	- s.f.
Pinnacle	-	-	-	-	-	-	- s.f.
Republic	-	-	-	-	-	-	- s.f.
Skywest	-	-	-	-	-	-	- s.f.
United	335	1,467	1,145	-	-	668	3,615 s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897 s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509 s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965 s.f.

SUPPLEMENTAL AGREEMENT NO. 10

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

UNITED AIR LINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 10 made and entered February 28, 2012, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and UNITED AIR LINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 3 dated October 7, 2003, which reflects revised contract language and modifies space; Supplemental Agreement No. 4 dated December 21, 2004, which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 5 dated January 9, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 6 dated December 11, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 7 dated January 13, 2009, which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 8 dated February 23, 2010, which extended the term of

the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 9 dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 10 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement; and

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this extension shall be for a period of one year, commencing January 1, 2012 and ending December 31, 2012, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibits “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

UNITED AIRLINES, INC.

By _____

By _____
"Airline"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2012 to December 31, 2012, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$46.71
2	Holdrooms; Concourses; Bag Claim	\$42.04
3	Offices; VIP/Club Space	\$37.37
4	Bag Make-Up; Operations Space, Elevators	\$32.70
5	Inbound Bag; Tug Lane, Stairwells	\$23.36

These rates are based upon an average Signatory Airline Terminal rental rate of \$36.76 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.64 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	22.0%
Terminal (02)	52.0
Other Airline (03)	5.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	2.0
Government (07)	13.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2012 Budget</p>

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2012 Average Terminal Rental Rate	Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 3,099,742	\$ 1,411,926	\$ 3,030,664
1.B	Indirect Operation and Maintenance Expenses	2,265,884	1,333,001	2,199,146	1,301,674
	Subtotal O & M Expenses	3,690,881	4,432,743	3,611,072	4,332,338
1.C	Debt Service	55,558	161,482	39,813	161,211
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,746,440	4,594,225	3,650,885	4,493,549
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(135,000)		(123,200)	
1.G	Less: Other Landing Fees	(530,113)		(546,086)	
1.G	Less: Other Airfield Offsets	(602,402)		(593,134)	
	Adjusted Requirement	\$ 2,478,925	\$ 4,594,225	\$ 2,388,465	\$ 4,493,549
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 36.76		\$ 35.96
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770		943,460	
1.J	Landing Fees Rate	\$ 2.64		\$ 2.53	

Differential Terminal Rates
2012 Budget

	<u>Budget 2012</u>	<u>Budget 2011</u>
Average Terminal Rental Rate	\$ 36.76	\$ 35.96
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,178,960.17	\$ 3,109,297.97
Relative Space	68,050.40	68,050.40
Premium	\$ 46.71	\$ 45.69
Type 1 Rate	\$ 46.71	\$ 45.69
Type 2 Rate	\$ 42.04	\$ 41.12
Type 3 Rate	\$ 37.37	\$ 36.55
Type 4 Rate	\$ 32.70	\$ 31.98
Type 5 Rate	\$ 23.36	\$ 22.85

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,407,396	\$ 1,411,926	\$ 1,424,998
Terminal	2,835,753	3,030,664	3,099,742
Other Airline	100,377	99,266	99,756
Ground Transportation	251,634	211,981	231,118
General Aviation	66,155	65,404	69,246
Commercial & Other Aviation	81,627	56,329	76,395
Government	257,505	200,983	221,884
Jabara	125,416	220,194	201,529
Subtotal Direct	5,125,862	5,296,747	5,424,668
Indirect O&M Expenses			
Administration	1,512,564	1,561,904	1,553,464
Building Maintenance	262,148	262,046	269,848
Field Maintenance	758,183	792,963	858,193
Custodial	220,481	161,282	179,589
Engineering	572,071	633,899	644,936
Safety	1,836,523	1,861,302	1,904,035
Systems & Services	209,595	137,608	145,618
Subtotal Indirect	5,371,566	5,411,004	5,555,683
Total O&M Expenses	\$ 10,497,428	\$ 10,707,751	\$ 10,980,351

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 31,289	\$ 27,986
Terminal	126,220	96,174	64,844
Other Airline	41,333	-	519,752
Ground Transportation	347,976	221,400	435,477
General Aviation	38,164	4,911	4,911
Commercial & Other Aviation	70,584	65,956	96,701
Government	63,401	-	198,729
Jabara	78,158	17,054	119,265
Subtotal Direct	849,672	436,784	1,467,664
Indirect Debt Service			
Administration	29,287	20,703	100,168
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	-	-
Custodial	-	-	-
Engineering	-	-	12,625
Safety	25,347	6,261	6,261
Systems & Services	147,281	-	-
Unassigned	53,421	20,022	96,960
Subtotal Indirect	359,801	123,624	292,651
Total Debt Service	\$ 1,209,473	\$ 560,408	\$ 1,760,315

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2010	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,388,465	\$ 2,478,925
Nonsignatory Airline Landing Fees	40,396	42,347	53,688
Cargo Airline Landing Fees	503,822	503,738	476,425
Signatory Airline Apron Fees	148,666	123,200	135,000
Aviation Fuel Flowage Fees	552,888	561,526	567,002
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	31,608	35,400
Subtotal Airfield	3,667,743	3,650,885	3,746,440
Terminal			
Rentals - Airlines	1,993,326	2,017,788	1,980,539
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	1,041,661	1,099,876
Subtotal Terminal	3,036,750	3,059,449	3,080,416
Other Airline	448,178	383,427	539,150
Ground Transportation	5,762,898	6,154,894	6,243,165
General Aviation	806,800	724,804	793,429
Commercial & Other Aviation	2,653,775	2,810,990	2,987,880
Government	396,337	740,740	644,463
Jabara	339,534	414,512	431,865
Other (Indirect)	489,552	633,292	611,901
Total Revenue	\$ 17,601,565	\$ 18,572,994	19,078,708

Wichita Airport Authority
Comparison
Landing Fee Rates
2012 Budget

See Note		Budget 2012 Airfield Landing Fees Rate	Budget 2011 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 1,424,998	\$ 1,411,926	\$ 13,072	1%
1.B	Indirect Operation and Maintenance Expenses	2,265,884	2,199,146	66,738	3%
	Subtotal O & M Expenses	3,690,881	3,611,072	79,809	2%
1.C	Debt Service	55,558	39,813	15,745	40%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,746,440	3,650,885	95,555	3%
1.F	Less: Apron Fees	(135,000)	(123,200)	(11,800)	10%
1.G	Less: Other Landing Fees	(530,113)	(546,086)	15,973	-3%
1.G	Less: Other Airfield Offsets	(602,402)	(593,134)	(9,268)	2%
	Adjusted Requirement	\$ 2,478,925	\$ 2,388,465	90,460	4%
1.J	Signatory Airline Landed Weight (M-lbs.)	937,770	943,460	(5,690)	-1%
1.J	Landing Fees Rate	\$ 2.64	\$ 2.53	\$ 0.11	4%

Wichita Airport Authority

Comparison

Terminal Rental Rates

2012 Budget

See Note		Budget 2012 Average Terminal Rental Rate	Budget 2011 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,099,742	\$ 3,030,664	\$ 69,078	2%
1.B	Indirect Operation and Maintenance Expenses	1,333,001	1,301,674	31,327	2%
	Subtotal O & M Expenses	4,432,743	4,332,338	100,405	2%
1.C	Debt Service	161,482	161,211	271	0%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,594,225	4,493,549	100,676	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,594,225	\$ 4,493,549	100,676	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.J	Average Terminal Rental Rate	\$ 36.76	\$ 35.96	\$ 0.81	2%

<p style="text-align: center;">Comparison O & M Expenses</p>
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,411,926	\$ 1,424,998	\$ 13,072	1%
Terminal	3,030,664	3,099,742	69,078	2%
Other Airline	99,266	99,756	490	0%
Ground Transportation	211,981	231,118	19,137	9%
General Aviation	65,404	69,246	3,842	6%
Commercial & Other Aviation	56,329	76,395	20,066	36%
Government	200,983	221,884	20,901	10%
Jabara	220,194	201,529	(18,665)	-8%
Subtotal Direct	5,296,747	5,424,668	127,921	2%
Indirect O&M Expenses				
Administration	1,561,904	1,553,464	(8,440)	-1%
Building Maintenance	262,046	269,848	7,802	3%
Field Maintenance	792,963	858,193	65,230	8%
Custodial	161,282	179,589	18,307	11%
Engineering	633,899	644,936	11,037	2%
Safety	1,861,302	1,904,035	42,733	2%
Systems & Services	137,608	145,618	8,010	6%
Subtotal Indirect	5,411,004	5,555,683	144,679	3%
Total O&M Expenses	\$ 10,707,751	\$ 10,980,351	272,600	3%

Comparison Debt Service
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 31,289	\$ 27,986	\$ (3,303)	-11%
Terminal	96,174	64,844	(31,330)	-33%
Other Airline	-	519,752	519,752	#DIV/0!
Ground Transportation	221,400	435,477	214,077	97%
General Aviation	4,911	4,911	(0)	0%
Commercial & Other Aviation	65,956	96,701	30,745	47%
Government	-	198,729	198,729	#DIV/0!
Jabara	17,054	119,265	102,211	599%
Subtotal Direct	436,784	1,467,664	1,030,880	236%
Indirect Debt Service				
Administration	20,703	100,168	79,465	384%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	-	-	-	#DIV/0!
Custodial	-	-	-	#DIV/0!
Engineering	-	12,625	12,625	#DIV/0!
Safety	6,261	6,261	0	0%
Systems & Services	-	-	-	#DIV/0!
Unassigned	20,022	96,960	76,938	384%
Subtotal Indirect	123,624	292,651	169,027	137%
Total Debt Service	\$ 560,408	\$ 1,760,315	1,199,907	214%

<p style="text-align: center;">Comparison Operating Revenues</p>
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	Estimated Current Fiscal Year 2011	Budget Next Fiscal Year 2012	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,388,465	\$ 2,478,925	\$ 90,460	4%
Nonsignatory Airline Landing Fees	42,347	53,688	11,341	27%
Cargo Airline Landing Fees	503,738	476,425	(27,313)	-5%
Signatory Airline Apron Fees	123,200	135,000	11,800	10%
Aviation Fuel Flowage Fees	561,526	567,002	5,476	1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	31,608	35,400	3,792	12%
Subtotal Airfield	3,650,885	3,746,440	95,555	3%
Terminal				
Rentals - Airlines	2,017,788	1,980,539	(37,249)	-2%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	1,041,661	1,099,876	58,215	6%
Subtotal Terminal	3,059,449	3,080,416	20,967	1%
Other Airline	383,427	539,150	155,723	41%
Ground Transportation	6,154,894	6,243,165	88,270	1%
General Aviation	724,804	793,429	68,625	9%
Commercial & Other Aviation	2,810,990	2,987,880	176,890	6%
Government	740,740	644,463	(96,277)	-13%
Jabara	414,512	431,865	17,353	4%
Other (Indirect)	633,292	611,901	(21,391)	-3%
Total Revenue	\$ 18,572,994	19,078,708	505,714	3%

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>
AirTran	233	1,689	581	-	150	651	3,304 s.f.
America West (US Airways)	-	-	-	-	-	-	- s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002 s.f.
American Eagle	-	-	-	-	-	-	- s.f.
Atlantic Southeast	-	-	-	-	-	-	- s.f.
Chautauqua	-	-	-	-	-	-	- s.f.
Continental	105	1,470	-	-	203	-	1,778 s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974 s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939 s.f.
Mesa	-	-	-	-	-	-	- s.f.
Northwest	-	-	-	-	-	-	- s.f.
Pinnacle	-	-	-	-	-	-	- s.f.
Republic	-	-	-	-	-	-	- s.f.
Skywest	-	-	-	-	-	-	- s.f.
United	335	1,467	1,145	-	-	668	- s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897 s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509 s.f.

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AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965 s.f.